



# INSURANCE REVIEW

POLICY & RESOURCES COMMITTEE MEETING

PAPER B

8 APRIL 2026

The purpose of this Report is to provide Members with information regarding the Town Council's Insurance Policy, which is due for renewal on 21<sup>st</sup> April 2026.

## No. DETAILS

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### 1) BACKGROUND

- a) Ventnor Town Council's insurance broker send through a Pre-Renewal Review to give the Council opportunity to ensure that the cover provided was sufficient
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### 2) ACTION TO DATE

- a) Officers have been through the paperwork to ensure its suitability and have suggested a few changes:
    - i. Primary Contact – following change of staff
    - ii. Noting that the Police have CCTV at Salisbury Gardens, and that there is a fire alarm present which is routinely maintained – previously these were not noted on the policy
    - iii. That Office 16 was vacant, and officers are considering discussions to make use of the office for VTC storage purposes if it is not easily re-let in the short term
    - iv. An update on the current use/condition of Ventnor Central
    - v. That Ventnor Town Council no longer required insurance cover for Marlborough Road Public Toilets
    - vi. A typo in "Ventnor Park Kiosk"
    - vii. The descriptions and Wageroll estimates for staff were significantly out of date
    - viii. That the number of councillors was incorrect
    - ix. The estimated annual income was incorrect
- 

### 3) OTHER POSSIBLE CONSIDERATIONS

- a) In discussion with the broker, it was noted that the fidelity guarantee insurance is £150,000. The broker suggested that Auditors generally prefer this level to be approximately half of the precept. Ventnor Town Council's auditor made no comment about this in the 2024/25 AGAR. Noting that the daily payment limit on Ventnor Town Council's Bank Account is £30,000 per day, this equates to 5 days' maximum withdrawal. Members should consider whether the current cover is sufficient.
  - b) The buildings were last valued quite some time ago, and buildings costs have increased significantly since 2020. Although valuations were considered in conversation with the then-Clerk in 2022, it seems that formal valuations and rebuild costs have not been professionally reviewed for quite some time. We are eligible for discounted-rate desktop valuations as a benefit to our Policy at £90 (plus VAT) per property. Members should consider whether it may be wise to take up this offer, in consultation with the Buildings Maintenance Committee.
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### 4) RECOMMENDATION

Members are recommended to:

Authorise the Clerks to renew the Insurance Policy based on the adjustments already requested and consider if there are any further changes to be made

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james hallam

Council Guard

Pre-Renewal Review 2026

# Ventnor Town Council

James Hallam Council Guard is a trading name of James Hallam Limited who are authorised and regulated by the Financial Conduct Authority. Registered Number 134435



Chartered

## Client Details and General Information

|                                  |  |
|----------------------------------|--|
| <b>Full Client Name:</b>         | Ventnor Town Council   |
| <b>Address:</b>                  | Salisbury Gardens<br>Dudley Road<br>Ventnor<br>Isle of Wight<br>PO38 1EJ<br>United Kingdom |
| <b>Primary Contact Person:</b>   | <a href="#">Ms Shelly Scothorne</a> <a href="#">Mr Morgan Williams</a>                     |
| <b>Contact Telephone Number:</b> | 01983 857840   |
| <b>Email Address:</b>            | clerk@ventnortowncouncil.gov.uk  |
| <b>Business Description:</b>     | Town Council   |

## Declarations

**(where any of the listed circumstances apply please place X against the appropriate section and provide full and complete details of the circumstances)**

The Policyholder or any partner or any director involved with the business must specifically disclose if they have;

Been the subject of a County Court Judgement, an Individual Voluntary Arrangement, a Company Voluntary Arrangement or a Sheriff Court Decree

Been convicted of or charged with (but not yet tried for) or been given an Official Police Caution in respect of any criminal offence (other than a motoring offence) which is not spent under the Rehabilitation of Offenders Act.

Been declared bankrupt or insolvent or have been or are currently the subject of any bankruptcy or insolvency proceedings.

Been involved as owner partner or director of any business which has gone or is currently going into receivership, liquidation or administration

Been disqualified from being a company director

Been subject to an investigation by HM Revenue and Customs, which has resulted in a prosecution.

Are aware of any incidents that may give rise to a claim, but have not yet been notified to insurers.

|                 |
|-----------------|
| <b>Details.</b> |
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## Commercial Combined

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|                            |                          |
|----------------------------|--------------------------|
| <b>POLICYHOLDER</b>        | Ventnor Town Council     |
| <b>INSURER</b>             | Aviva Insurance Limited  |
| <b>POLICY NUMBER</b>       | 100777212CCI             |
| <b>PERIOD OF INSURANCE</b> | 21/04/2025 to 20/04/2026 |

### GENERAL CLAUSES/INFORMATION

|  |          |
|--|----------|
| <b>All employees (inc. LOSC, trainees, apprentices) paid below PAYE threshold:</b> | No       |
| <b>Employer PAYE No:</b>   | 581/WV60 |

### Activities

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|                              |                            |
|------------------------------|----------------------------|
| <b>Business description:</b> | Local Government Authority |
|------------------------------|----------------------------|

**MATERIAL DAMAGE - OFFICES 1-18, SALISBURY GARDENS, DUDLEY ROAD, VENTNOR, ISLE OF WIGHT, PO38 1EJ**

**Details**

|   |   | <b>Revision Required</b><br>(Please specify) |            |                 |                       |  |                       |                     |                       |  |                       |                       |                       |   |                       |  |                       |                                 |                       |                   |                       |   |                       |                                     |                       |  |
|---|---|--|------------|-----------------|-----------------------|--|-----------------------|---------------------|-----------------------|--|-----------------------|-----------------------|-----------------------|---|-----------------------|--|-----------------------|---------------------------------|-----------------------|-------------------|-----------------------|---|-----------------------|-------------------------------------|-----------------------|--|
| <b>Specified or floating location:</b>                                    | Specified Location  |  |            |                 |                       |  |                       |                     |                       |  |                       |                       |                       |   |                       |  |                       |                                 |                       |                   |                       |   |                       |                                     |                       |  |
| <b>Premises name:</b>   | Premises 001-001  |  |            |                 |                       |  |                       |                     |                       |  |                       |                       |                       |   |                       |  |                       |                                 |                       |                   |                       |   |                       |                                     |                       |  |
| <b>Nature of premises and surrounding area:</b>                           | <table border="0"> <tr> <td></td> <td style="text-align: right;"><b>Yes</b></td> </tr> <tr> <td>ATM on premises</td> <td style="text-align: center;"><input type="radio"/></td> </tr> <tr> <td>Building shows visible signs of cracking</td> <td style="text-align: center;"><input type="radio"/></td> </tr> <tr> <td>No adverse features</td> <td style="text-align: center;"><input type="radio"/></td> </tr> <tr> <td>Parts of premises are partly unused/unfurnished/unoccupied</td> <td style="text-align: center;"><input type="radio"/></td> </tr> <tr> <td>Premises are adjoined</td> <td style="text-align: center;"><input type="radio"/></td> </tr> <tr> <td>Premises are in an area susceptible to flooding</td> <td style="text-align: center;"><input type="radio"/></td> </tr> <tr> <td>Premises are not in a good state of repair</td> <td style="text-align: center;"><input type="radio"/></td> </tr> <tr> <td>Premises are not self-contained</td> <td style="text-align: center;"><input type="radio"/></td> </tr> <tr> <td>Premises detached</td> <td style="text-align: center;"><input type="radio"/></td> </tr> <tr> <td>Properties and/or adjacent properties have had previous subsidence damage</td> <td style="text-align: center;"><input type="radio"/></td> </tr> <tr> <td>Property is built on made up ground</td> <td style="text-align: center;"><input type="radio"/></td> </tr> </table> |  | <b>Yes</b> | ATM on premises | <input type="radio"/> | Building shows visible signs of cracking | <input type="radio"/> | No adverse features | <input type="radio"/> | Parts of premises are partly unused/unfurnished/unoccupied | <input type="radio"/> | Premises are adjoined | <input type="radio"/> | Premises are in an area susceptible to flooding | <input type="radio"/> | Premises are not in a good state of repair | <input type="radio"/> | Premises are not self-contained | <input type="radio"/> | Premises detached | <input type="radio"/> | Properties and/or adjacent properties have had previous subsidence damage | <input type="radio"/> | Property is built on made up ground | <input type="radio"/> |  |
|   | <b>Yes</b>  |  |            |                 |                       |  |                       |                     |                       |  |                       |                       |                       |   |                       |  |                       |                                 |                       |                   |                       |   |                       |                                     |                       |  |
| ATM on premises   | <input type="radio"/>   |  |            |                 |                       |  |                       |                     |                       |  |                       |                       |                       |   |                       |  |                       |                                 |                       |                   |                       |   |                       |                                     |                       |  |
| Building shows visible signs of cracking                                  | <input type="radio"/>   |  |            |                 |                       |  |                       |                     |                       |  |                       |                       |                       |   |                       |  |                       |                                 |                       |                   |                       |   |                       |                                     |                       |  |
| No adverse features   | <input type="radio"/>   |  |            |                 |                       |  |                       |                     |                       |  |                       |                       |                       |   |                       |  |                       |                                 |                       |                   |                       |   |                       |                                     |                       |  |
| Parts of premises are partly unused/unfurnished/unoccupied                | <input type="radio"/>   |  |            |                 |                       |  |                       |                     |                       |  |                       |                       |                       |   |                       |  |                       |                                 |                       |                   |                       |   |                       |                                     |                       |  |
| Premises are adjoined   | <input type="radio"/>   |  |            |                 |                       |  |                       |                     |                       |  |                       |                       |                       |   |                       |  |                       |                                 |                       |                   |                       |   |                       |                                     |                       |  |
| Premises are in an area susceptible to flooding                           | <input type="radio"/>   |  |            |                 |                       |  |                       |                     |                       |  |                       |                       |                       |   |                       |  |                       |                                 |                       |                   |                       |   |                       |                                     |                       |  |
| Premises are not in a good state of repair                                | <input type="radio"/>   |  |            |                 |                       |  |                       |                     |                       |  |                       |                       |                       |   |                       |  |                       |                                 |                       |                   |                       |   |                       |                                     |                       |  |
| Premises are not self-contained   | <input type="radio"/>   |  |            |                 |                       |  |                       |                     |                       |  |                       |                       |                       |   |                       |  |                       |                                 |                       |                   |                       |   |                       |                                     |                       |  |
| Premises detached   | <input type="radio"/>   |  |            |                 |                       |  |                       |                     |                       |  |                       |                       |                       |   |                       |  |                       |                                 |                       |                   |                       |   |                       |                                     |                       |  |
| Properties and/or adjacent properties have had previous subsidence damage | <input type="radio"/>   |  |            |                 |                       |  |                       |                     |                       |  |                       |                       |                       |   |                       |  |                       |                                 |                       |                   |                       |   |                       |                                     |                       |  |
| Property is built on made up ground                                       | <input type="radio"/>   |  |            |                 |                       |  |                       |                     |                       |  |                       |                       |                       |   |                       |  |                       |                                 |                       |                   |                       |   |                       |                                     |                       |  |

### Risk Management

|                                  |                            | Revision Required<br>(Please specify) |   |
|----------------------------------|----------------------------|---------------------------------------|---|
| <b>Risk management features:</b> | <b>Yes</b>                 |                                       |   |
|                                  | None                       | <b>T</b>                              |   |
|                                  | CCTV                       | <input type="radio"/>                 | <a href="#">3<sup>rd</sup> Party CCTV present (Hampshire Constabulary owned &amp; maintained)</a> |
|                                  | Extinguishers to LPC scale | <input type="radio"/>                 |   |
|                                  | Fire Alarm                 | <input type="radio"/>                 | <a href="#">Fire alarm present and regularly maintained</a>                                       |
|                                  | Intruder Alarm             | <input type="radio"/>                 |   |
|                                  | Sprinklers                 | <input type="radio"/>                 |   |

### Construction and Exposure

|   |     | Revision Required<br>(Please specify) |
|---|-----|---------------------------------------|
| <b>Building of standard construction (i.e. brick/stone/concrete(floor &amp; roof)/slates/tiles and pitched roof):</b> | Yes |                                       |

### Covers Requested

|                       |   | Revision Required<br>(Please specify) |
|-----------------------|---|---------------------------------------|
| <b>Contingencies:</b> | All Risks<br>Subsidence Ground Heave Landslip<br>Theft Or Attempted Theft |                                       |

|                                   |       | <b>Revision Required</b><br>(Please specify) |
|-----------------------------------|-------|--|
| <b>Excess (subsidence) (GBP):</b> | 2,500 |  |
| <b>Excess (GBP):</b>              | 500   |  |

### Buildings

| <b>Contingencies</b> | <b>Declared value (GBP)</b> | <b>Sum insured (GBP)</b> | <b>Revision Required</b><br>(Please specify) |
|----------------------|-----------------------------|--------------------------|--|
| As per section       | 3,072,366                   | 3,686,839                |  |

### Contents

#### Contents Items

| <b>Item description, Contents item type</b>   | <b>Cover basis</b> | <b>Contingencies</b> | <b>Method of adjustment</b> | <b>Declared value (GBP)</b> | <b>Excess (GBP)</b> | <b>Sum insured (GBP)</b> | <b>Revision Required</b><br>(Please specify) |
|---|--------------------|----------------------|-----------------------------|-----------------------------|---------------------|--------------------------|--|
| Machinery, Plant, Furniture, Fixtures, Fittings & All Other Contents, Machinery, Plant & All Other Contents | Reinstatement      | As per section       | Day 1                       | 7,630                       | 500                 | 9,157                    |  |

| Item description, Contents item type | Cover basis   | Contingencies  | Method of adjustment | Declared value (GBP) | Excess (GBP) | Sum insured (GBP) | Revision Required (Please specify) |
|--------------------------------------|---------------|----------------|----------------------|----------------------|--------------|-------------------|------------------------------------|
| Computers, Computer Equipment        | Reinstatement | As per section | Day 1                | 61,005               | 500          | 73,206            |                                    |

#### Additional Information

##### Tenants for Salisbury Gardens:

- 1-2: Ventnor Town Council - Local Council
- 4-6: Hampshire Constabulary - Local police office (not open to public)
- 7: Ears Peeled Music - Music producer
- 8: Style of Wight Magazine - Local magazine office
- 9: Learning Pods - Office for mobile classroom company
- 10: The Silver Corporation ltd - Storage and occasional office
- 11: Gully Howard - Commercial Estate Agency
- 12: Isle of Wight Bookkeeping - Bookkeeper
- 13 & 17: St Catherine's School - Office & 1-2-1 therapy rooms
- 14: Flo Financial Services - Financial Advisor
- 15: The Social Good Network - Fundraising consultants
- 16: ~~Chale Show - Office for local village show~~ [Vacant \(as of 23/3/2026\) Will decide whether to use as storage in early April.](#)
- 18: Webb Jenkins - Estate Agent

Confirmed on 02/10/2025

**MATERIAL DAMAGE - VENTOR CENTRAL, VENTNOR YOUTH CENTRE, VICTORIA STREET, VENTNOR, ISLE OF WIGHT, PO38 1ET**

**Details**

|  |                    | Revision Required<br>(Please specify) |
|--|--------------------|---------------------------------------|
| <b>Specified or floating location:</b> | Specified Location |                                       |
| <b>Premises name:</b>                  | Premises 002-001   |                                       |

**Risk Management**

|                                  |                                     | Revision Required<br>(Please specify) |
|----------------------------------|-------------------------------------|---------------------------------------|
| <b>Risk management features:</b> |                                     |                                       |
|                                  | <b>Yes</b>                          |                                       |
|                                  | None <b>T</b>                       |                                       |
|                                  | CCTV <b>o</b>                       |                                       |
|                                  | Extinguishers to LPC scale <b>o</b> |                                       |
|                                  | Fire Alarm <b>o</b>                 |                                       |
|                                  | Intruder Alarm <b>o</b>             |                                       |
|                                  | Sprinklers <b>o</b>                 |                                       |

### Construction and Exposure

|   |     | Revision Required<br>(Please specify) |
|---|-----|---------------------------------------|
| <b>Building of standard construction (i.e. brick/stone/concrete(floor &amp; roof)/slates/tiles and pitched roof):</b> | Yes |                                       |

### Covers Requested

|                       |                                       | Revision Required<br>(Please specify) |
|-----------------------|---------------------------------------|---------------------------------------|
| <b>Contingencies:</b> | All Risks<br>Theft Or Attempted Theft |                                       |
| <b>Excess (GBP):</b>  | 500                                   |                                       |

### Buildings

| Building name/<br>description | Cover basis   | Contingencies  | Method of adjustment | Declared value (GBP) | Excess (GBP) | Sum insured (GBP) | Revision Required<br>(Please specify) |
|-------------------------------|---------------|----------------|----------------------|----------------------|--------------|-------------------|---------------------------------------|
| Youth Club                    | Reinstatement | As per section | Day 1                | 1,952,218            | 500          | 2,342,661         |                                       |

## Contents

### Contents Items

| Item description, Contents item type  | Cover basis   | Contingencies  | Method of adjustment | Declared value (GBP) | Excess (GBP) | Sum insured (GBP) | Revision Required (Please specify) |
|---|---------------|----------------|----------------------|----------------------|--------------|-------------------|------------------------------------|
| Machinery, Plant, Furniture, Fixtures, Fittings & All Other Contents, Machinery, Plant & All Other Contents | Reinstatement | As per section | Day 1                | 13,874               | 500          | 16,649            |                                    |

## Excess

### Increased Flood Excess

*The following Condition applies to The Premises 002-001*

The Excess amount in respect of Damage to the Property Insured caused by or resulting from storm or flood is increased to £750

For the purpose of this endorsement storm is specifically defined as water entering the premises from, at or below ground level.

### Additional Information:

[Small amount of masonry fell from façade of building in January 2026. Freeholder is intervening to make some repairs to this. Use of building therefore currently paused though regularly checked. Scaffolding up & still being used by staff to access equipment/storage etc](#)

**MATERIAL DAMAGE - SHORE ROAD TOILETS, SHORE ROAD, BONCHURCH, VENTNOR, ISLE OF WIGHT, PO38 1RH**

**Details**

|  |                    | Revision Required<br>(Please specify) |
|--|--------------------|---------------------------------------|
| <b>Specified or floating location:</b> | Specified Location |                                       |
| <b>Premises name:</b>                  | Premises 003-001   |                                       |

**Risk Management**

|                                  |   | Revision Required<br>(Please specify) |            |      |          |      |          |                            |          |            |          |                |          |            |          |  |
|----------------------------------|---|---------------------------------------|------------|------|----------|------|----------|----------------------------|----------|------------|----------|----------------|----------|------------|----------|--|
| <b>Risk management features:</b> | <table> <tr> <td></td> <td><b>Yes</b></td> </tr> <tr> <td>None</td> <td><b>T</b></td> </tr> <tr> <td>CCTV</td> <td><b>o</b></td> </tr> <tr> <td>Extinguishers to LPC scale</td> <td><b>o</b></td> </tr> <tr> <td>Fire Alarm</td> <td><b>o</b></td> </tr> <tr> <td>Intruder Alarm</td> <td><b>o</b></td> </tr> <tr> <td>Sprinklers</td> <td><b>o</b></td> </tr> </table> |                                       | <b>Yes</b> | None | <b>T</b> | CCTV | <b>o</b> | Extinguishers to LPC scale | <b>o</b> | Fire Alarm | <b>o</b> | Intruder Alarm | <b>o</b> | Sprinklers | <b>o</b> |  |
|                                  | <b>Yes</b>  |                                       |            |      |          |      |          |                            |          |            |          |                |          |            |          |  |
| None                             | <b>T</b>  |                                       |            |      |          |      |          |                            |          |            |          |                |          |            |          |  |
| CCTV                             | <b>o</b>  |                                       |            |      |          |      |          |                            |          |            |          |                |          |            |          |  |
| Extinguishers to LPC scale       | <b>o</b>  |                                       |            |      |          |      |          |                            |          |            |          |                |          |            |          |  |
| Fire Alarm                       | <b>o</b>  |                                       |            |      |          |      |          |                            |          |            |          |                |          |            |          |  |
| Intruder Alarm                   | <b>o</b>  |                                       |            |      |          |      |          |                            |          |            |          |                |          |            |          |  |
| Sprinklers                       | <b>o</b>  |                                       |            |      |          |      |          |                            |          |            |          |                |          |            |          |  |

### Construction and Exposure

|   |     | Revision Required<br>(Please specify) |
|---|-----|---------------------------------------|
| <b>Building of standard construction (i.e. brick/stone/concrete(floor &amp; roof)/slates/tiles and pitched roof):</b> | Yes |                                       |

### Covers Requested

|                       |                                       | Revision Required<br>(Please specify) |
|-----------------------|---------------------------------------|---------------------------------------|
| <b>Contingencies:</b> | All Risks<br>Theft Or Attempted Theft |                                       |
| <b>Excess (GBP):</b>  | 500                                   |                                       |

### Buildings

| Building name/<br>description | Cover basis   | Contingencies  | Method of<br>adjustment | Declared<br>value (GBP) | Excess<br>(GBP) | Sum<br>insured<br>(GBP) | Revision Required<br>(Please specify) |
|-------------------------------|---------------|----------------|-------------------------|-------------------------|-----------------|-------------------------|---------------------------------------|
| Shore Road<br>Toilets         | Reinstatement | As per section | Day 1                   | 72,262                  | 500             | 86,713                  |                                       |

### Excess

#### Increased Flood Excess

*The following Condition applies to The Premises 003-001*

The Excess amount in respect of Damage to the Property Insured caused by or resulting from storm or flood is increased to £2,500  
For the purpose of this endorsement storm is specifically defined as water entering the premises from, at or below ground level.

**MATERIAL DAMAGE - MARLBOROUGH ROAD TOILETS, MARLBOROUGH ROAD, VENTNOR, ISLE OF WIGHT, PO38 1TF**

**Details**

|  |                    | Revision Required<br>(Please specify) |
|--|--------------------|---------------------------------------|
| <b>Specified or floating location:</b> | Specified Location |                                       |
| <b>Premises name:</b>                  | Premises 004-001   |                                       |

**Risk Management**

|                                  |                                     | Revision Required<br>(Please specify) |
|----------------------------------|-------------------------------------|---------------------------------------|
| <b>Risk management features:</b> |                                     |                                       |
|                                  | <b>Yes</b>                          |                                       |
|                                  | None <b>T</b>                       |                                       |
|                                  | CCTV <b>o</b>                       |                                       |
|                                  | Extinguishers to LPC scale <b>o</b> |                                       |
|                                  | Fire Alarm <b>o</b>                 |                                       |
|                                  | Intruder Alarm <b>o</b>             |                                       |
|                                  | Sprinklers <b>o</b>                 |                                       |

### Construction and Exposure

|   |     | Revision Required<br>(Please specify) |
|---|-----|---------------------------------------|
| <b>Building of standard construction (i.e. brick/stone/concrete(floor &amp; roof)/slates/tiles and pitched roof):</b> | Yes |                                       |

### Covers Requested

|                       |                                       | Revision Required<br>(Please specify) |
|-----------------------|---------------------------------------|---------------------------------------|
| <b>Contingencies:</b> | All Risks<br>Theft Or Attempted Theft |                                       |
| <b>Excess (GBP):</b>  | 500                                   |                                       |

### Buildings

| Building name/<br>description | Cover basis   | Contingencies  | Method of<br>adjustment | Declared value<br>(GBP) | Sum insured<br>(GBP) | Revision Required<br>(Please specify)                               |
|-------------------------------|---------------|----------------|-------------------------|-------------------------|----------------------|---|
| Marlborough<br>Road Toilets   | Reinstatement | As per section | Day 1                   | 69,191                  | 83,029               | <a href="#">Delete Location handed back to IOW council in 2022.</a> |

**NB VENTNOR TOWN COUNCIL HAVE VACATED MARLBROUGH ROAD TOILETS.**

**MATERIAL DAMAGE - ECO TOILETS, EASTERN ESPLANADE, VENTNOR, ISLE OF WIGHT, PO38 1JR**

**Details**

|  |                    | Revision Required<br>(Please specify) |
|--|--------------------|---------------------------------------|
| <b>Specified or floating location:</b> | Specified Location |                                       |
| <b>Premises name:</b>                  | Premises 005-001   |                                       |

**Risk Management**

|                                  |                                     | Revision Required<br>(Please specify) |
|----------------------------------|-------------------------------------|---------------------------------------|
| <b>Risk management features:</b> |                                     |                                       |
|                                  | <b>Yes</b>                          |                                       |
|                                  | None <b>T</b>                       |                                       |
|                                  | CCTV <b>o</b>                       |                                       |
|                                  | Extinguishers to LPC scale <b>o</b> |                                       |
|                                  | Fire Alarm <b>o</b>                 |                                       |
|                                  | Intruder Alarm <b>o</b>             |                                       |
|                                  | Sprinklers <b>o</b>                 |                                       |

### Construction and Exposure

|   |     | Revision Required<br>(Please specify) |
|---|-----|---------------------------------------|
| <b>Building of standard construction (i.e. brick/stone/concrete(floor &amp; roof)/slates/tiles and pitched roof):</b> | Yes |                                       |

### Covers Requested

|                       |                                       | Revision Required<br>(Please specify) |
|-----------------------|---------------------------------------|---------------------------------------|
| <b>Contingencies:</b> | All Risks<br>Theft Or Attempted Theft |                                       |
| <b>Excess (GBP):</b>  | 500                                   |                                       |

### Buildings

| Building name/<br>description | Cover basis   | Contingencies  | Method of<br>adjustment | Declared<br>value (GBP) | Excess<br>(GBP) | Sum<br>insured<br>(GBP) | Revision Required<br>(Please specify) |
|-------------------------------|---------------|----------------|-------------------------|-------------------------|-----------------|-------------------------|---------------------------------------|
| Eco Toliets                   | Reinstatement | As per section | Day 1                   | 641,027                 | 500             | 769,232                 |                                       |

### Excess

#### Increased Flood Excess

*The following Condition applies to The Premises 005-001*

The Excess amount in respect of Damage to the Property Insured caused by or resulting from storm or flood is increased to £5,000

For the purpose of this endorsement storm is specifically defined as water entering the premises from, at or below ground level.

**MATERIAL DAMAGE - VENTOR PARK TOILETS, PUTTING GREEN & STORE, VENTOR PARK, VENTOR PARK AVENUE, VENTNOR, ISLE OF WIGHT, PO38 1LE**

**Details**

|  |                                     | Revision Required<br>(Please specify) |
|--|-------------------------------------|---------------------------------------|
| <b>Specified or floating location:</b> | Specified Location                  |                                       |
| <b>Premises name:</b>                  | Premises 006-001 & Premises 006-002 |                                       |

**Risk Management**

|                                  |                                     | Revision Required<br>(Please specify) |
|----------------------------------|-------------------------------------|---------------------------------------|
| <b>Risk management features:</b> |                                     |                                       |
|                                  | <b>Yes</b>                          |                                       |
|                                  | None <b>T</b>                       |                                       |
|                                  | CCTV <b>o</b>                       |                                       |
|                                  | Extinguishers to LPC scale <b>o</b> |                                       |
|                                  | Fire Alarm <b>o</b>                 |                                       |
|                                  | Intruder Alarm <b>o</b>             |                                       |
|                                  | Sprinklers <b>o</b>                 |                                       |

### Construction and Exposure

|   |     | Revision Required<br>(Please specify) |
|---|-----|---------------------------------------|
| <b>Building of standard construction (i.e. brick/stone/concrete(floor &amp; roof)/slates/tiles and pitched roof):</b> | Yes |                                       |

### Covers Requested

|                       |                                       | Revision Required<br>(Please specify) |
|-----------------------|---------------------------------------|---------------------------------------|
| <b>Contingencies:</b> | All Risks<br>Theft Or Attempted Theft |                                       |
| <b>Excess (GBP):</b>  | 500                                   |                                       |

### Buildings

| Building name/<br>description | Cover basis   | Contingencies  | Method of<br>adjustment | Declared<br>value (GBP) | Excess<br>(GBP) | Sum<br>insured<br>(GBP) | Revision Required<br>(Please specify) |
|-------------------------------|---------------|----------------|-------------------------|-------------------------|-----------------|-------------------------|---------------------------------------|
| Ventnor Park Toilets          | Reinstatement | As per section | Day 1                   | 122,378                 | 500             | 146,854                 |                                       |
| Putting Green                 | Reinstatement | As per section | Day 1                   | 20,294                  | 500             | 24,353                  |                                       |
| Decking at the Putting Green  | Reinstatement | As per section | Day 1                   | 4,658                   | 500             | 5,589                   |                                       |
| Putting Green Store           | Reinstatement | As per section | Day 1                   | 12,864                  | 500             | 15,436                  |                                       |

## Contents

### Contents Items

| Item description                     | Cover basis   | Contingencies  | Method of adjustment | Declared value (GBP) | Excess (GBP) | Sum insured (GBP) | Revision Required (Please specify) |
|--------------------------------------|---------------|----------------|----------------------|----------------------|--------------|-------------------|------------------------------------|
| Tables & Chairs at the Putting Green | Reinstatement | As per section | Day 1                | 793                  | 500          | 952               |                                    |

### Endorsements

#### Damage to Playing Surfaces

*Endorsement applying to The Premises 006-002 (subject otherwise to the terms and conditions shown in Your policy).*

We will provide cover for Damage to playing surfaces stated in The Schedule, including installed irrigation or eating systems.

The maximum We will pay in respect of any one claim is stated in The Schedule.

We will not provide cover for Damage

- (1) following storm, flood and other effects of weather
- (2) wear and tear in the course of play
- (3) maintenance work at The Premises
- (4) by animals or insects
- (5) the application of or failure to apply fertilisers or chemicals
- (6) to irrigation systems during the period 1 October to 30 April each year unless the system is drained.

**MATERIAL DAMAGE - VENTOR PARK KIOSK, VENTOR PARK, VENTOR PARK AVENUE, VENTNOR, ISLE OF WIGHT, PO38 1LE**

**Details**

|  |                    | Revision Required<br>(Please specify) |
|--|--------------------|---------------------------------------|
| <b>Specified or floating location:</b> | Specified Location |                                       |
| <b>Premises name:</b>                  | Premises 007-001   |                                       |

**Risk Management**

|                                  |                                     | Revision Required<br>(Please specify) |
|----------------------------------|-------------------------------------|---------------------------------------|
| <b>Risk management features:</b> |                                     |                                       |
|                                  | <b>Yes</b>                          |                                       |
|                                  | None <b>T</b>                       |                                       |
|                                  | CCTV <b>o</b>                       |                                       |
|                                  | Extinguishers to LPC scale <b>o</b> |                                       |
|                                  | Fire Alarm <b>o</b>                 |                                       |
|                                  | Intruder Alarm <b>o</b>             |                                       |
|                                  | Sprinklers <b>o</b>                 |                                       |

### Construction and Exposure

|   |     | Revision Required<br>(Please specify) |
|---|-----|---------------------------------------|
| <b>Building of standard construction (i.e. brick/stone/concrete(floor &amp; roof)/slates/tiles and pitched roof):</b> | Yes |                                       |

### Covers Requested

|                       |                                       | Revision Required<br>(Please specify) |
|-----------------------|---------------------------------------|---------------------------------------|
| <b>Contingencies:</b> | All Risks<br>Theft Or Attempted Theft |                                       |
| <b>Excess (GBP):</b>  | 500                                   |                                       |

### Buildings

| Building name/<br>description | Cover basis   | Contingencies  | Method of adjustment | Declared value (GBP) | Excess (GBP) | Sum insured (GBP) | Revision Required<br>(Please specify) |
|-------------------------------|---------------|----------------|----------------------|----------------------|--------------|-------------------|---------------------------------------|
| Ventnor Park Kiosk            | Reinstatement | As per section | Day 1                | 19,231               | 500          | 23,077            |                                       |
| Cafe Store Hut                | Reinstatement | As per section |                      | 4,662                | 500          | 5,594             |                                       |

**MATERIAL DAMAGE - VENTNOR LIFEGUARD & FIRST AID HUT, ESPLANADE, VENTNOR, ISLE OF WIGHT, PO38 1JT**

**Details**

|  |                    | Revision Required<br>(Please specify) |
|--|--------------------|---------------------------------------|
| <b>Specified or floating location:</b> | Specified Location |                                       |
| <b>Premises name:</b>                  | Premises 008-001   |                                       |

**Risk Management**

|                                  |                            | Revision Required<br>(Please specify) |
|----------------------------------|----------------------------|---------------------------------------|
| <b>Risk management features:</b> | <b>Yes</b>                 |                                       |
|                                  | None                       | <b>T</b>                              |
|                                  | CCTV                       | <input type="radio"/>                 |
|                                  | Extinguishers to LPC scale | <input type="radio"/>                 |
|                                  | Fire Alarm                 | <input type="radio"/>                 |
|                                  | Intruder Alarm             | <input type="radio"/>                 |
|                                  | Sprinklers                 | <input type="radio"/>                 |

### Construction and Exposure

|   |     | Revision Required<br>(Please specify) |
|---|-----|---------------------------------------|
| <b>Building of standard construction (i.e. brick/stone/concrete(floor &amp; roof)/slates/tiles and pitched roof):</b> | Yes |                                       |

### Covers Requested

|                       |                                       | Revision Required<br>(Please specify) |
|-----------------------|---------------------------------------|---------------------------------------|
| <b>Contingencies:</b> | All Risks<br>Theft Or Attempted Theft |                                       |
| <b>Excess (GBP):</b>  | 500                                   |                                       |

### Buildings

| Building name/<br>description     | Cover basis   | Contingencies  | Method of adjustment | Declared value (GBP) | Excess (GBP) | Sum insured (GBP) | Revision Required<br>(Please specify) |
|-----------------------------------|---------------|----------------|----------------------|----------------------|--------------|-------------------|---------------------------------------|
| Ventnor Lifeguard & First Aid Hut | Reinstatement | As per section | Day 1                | 40,793               | 500          | 48,952            |                                       |

**MATERIAL DAMAGE - 4 X PORTACABINS LEESON ROAD, LEESON ROAD, VENTNOR, ISLE OF WIGHT, PO38 1PR**

**Details**

|  |                    | Revision Required<br>(Please specify) |
|--|--------------------|---------------------------------------|
| <b>Specified or floating location:</b> | Specified Location |                                       |
| <b>Premises name:</b>                  | Premises 009-001   |                                       |

**Risk Management**

|                                  |                                     | Revision Required<br>(Please specify) |
|----------------------------------|-------------------------------------|---------------------------------------|
| <b>Risk management features:</b> |                                     |                                       |
|                                  | <b>Yes</b>                          |                                       |
|                                  | None <b>T</b>                       |                                       |
|                                  | CCTV <b>o</b>                       |                                       |
|                                  | Extinguishers to LPC scale <b>o</b> |                                       |
|                                  | Fire Alarm <b>o</b>                 |                                       |
|                                  | Intruder Alarm <b>o</b>             |                                       |
|                                  | Sprinklers <b>o</b>                 |                                       |

### Construction and Exposure

|   |     | Revision Required<br>(Please specify) |
|---|-----|---------------------------------------|
| <b>Building of standard construction (i.e. brick/stone/concrete(floor &amp; roof)/slates/tiles and pitched roof):</b> | Yes |                                       |

### Covers Requested

|                       |                                       | Revision Required<br>(Please specify) |
|-----------------------|---------------------------------------|---------------------------------------|
| <b>Contingencies:</b> | All Risks<br>Theft Or Attempted Theft |                                       |
| <b>Excess (GBP):</b>  | 500                                   |                                       |

### Buildings

| Building name/<br>description                      | Cover basis   | Contingencies  | Method of<br>adjustment | Declared<br>value (GBP) | Excess<br>(GBP) | Sum<br>insured<br>(GBP) | Revision Required<br>(Please specify) |
|--|---------------|----------------|-------------------------|-------------------------|-----------------|-------------------------|---------------------------------------|
| 4<br>Portacabins<br>used by<br>Community<br>Groups | Reinstatement | As per section | Day 1                   | 343,824                 | 500             | 412,588                 |                                       |

**MATERIAL DAMAGE - VENTNOR TOWN CENTRE CAR PARK, HIGH STREET, VENTNOR, ISLE OF WIGHT, PO38 1LT**

**Details**

|  |                    | Revision Required<br>(Please specify) |
|--|--------------------|---------------------------------------|
| <b>Specified or floating location:</b> | Specified Location |                                       |
| <b>Premises name:</b>                  | Premises 010-001   |                                       |

**Risk Management**

|                                  |                                     | Revision Required<br>(Please specify) |
|----------------------------------|-------------------------------------|---------------------------------------|
| <b>Risk management features:</b> |                                     |                                       |
|                                  | <b>Yes</b>                          |                                       |
|                                  | None <b>T</b>                       |                                       |
|                                  | CCTV <b>o</b>                       |                                       |
|                                  | Extinguishers to LPC scale <b>o</b> |                                       |
|                                  | Fire Alarm <b>o</b>                 |                                       |
|                                  | Intruder Alarm <b>o</b>             |                                       |
|                                  | Sprinklers <b>o</b>                 |                                       |

### Construction and Exposure

|   |     | Revision Required<br>(Please specify) |
|---|-----|---------------------------------------|
| <b>Building of standard construction (i.e. brick/stone/concrete(floor &amp; roof)/slates/tiles and pitched roof):</b> | Yes |                                       |

### Covers Requested

|                       |                                       | Revision Required<br>(Please specify) |
|-----------------------|---------------------------------------|---------------------------------------|
| <b>Contingencies:</b> | All Risks<br>Theft Or Attempted Theft |                                       |
| <b>Excess (GBP):</b>  | 500                                   |                                       |

### Buildings

| Building name/<br>description      | Cover basis   | Contingencies  | Method of<br>adjustment | Declared<br>value (GBP) | Excess<br>(GBP) | Sum<br>insured<br>(GBP) | Revision Required<br>(Please specify) |
|------------------------------------|---------------|----------------|-------------------------|-------------------------|-----------------|-------------------------|---------------------------------------|
| Ventnor<br>Town Centre<br>Car Park | Reinstatement | As per section | Day 1                   | 174,826                 | 500             | 209,791                 |                                       |

## MATERIAL DAMAGE - ANYWHERE IN VENTNOR

### Details

|  |                   |  |
|--|-------------------|--|
|  |                   | <b>Revision Required</b><br>(Please specify) |
| <b>Specified or floating location:</b> | Floating Location |  |

### Covers Requested

|                       |                                       |  |
|-----------------------|---------------------------------------|--|
|                       |                                       | <b>Revision Required</b><br>(Please specify) |
| <b>Contingencies:</b> | All Risks<br>Theft Or Attempted Theft |  |
| <b>Excess (GBP):</b>  | 500                                   |  |

### Buildings

| Building name/<br>description                   | Cover basis   | Contingencies  | Method of<br>adjustment | Declared<br>value (GBP) | Excess<br>(GBP) | Sum<br>insured<br>(GBP) | Revision Required<br>(Please specify) |
|---|---------------|----------------|-------------------------|-------------------------|-----------------|-------------------------|---------------------------------------|
| 2 Notice Boards                                 | Reinstatement | As per section | Day 1                   | 3,714                   | 500             | 4,457                   |                                       |
| Playground Equipment & Surfaces (at the Cliffs) | Reinstatement | As per section | Day 1                   | 69,359                  | 500             | 83,231                  |                                       |
| Clock Tower                                     | Reinstatement | As per section | Day 1                   | 93,240                  | 500             | 111,889                 |                                       |

| Building name/<br>description     | Cover basis   | Contingencies  | Method of<br>adjustment | Declared<br>value (GBP) | Excess<br>(GBP) | Sum<br>insured<br>(GBP) | Revision Required<br>(Please specify) |
|-----------------------------------|---------------|----------------|-------------------------|-------------------------|-----------------|-------------------------|---------------------------------------|
| 124<br>Municipal<br>Benches       | Reinstatement | As per section | Day 1                   | 74,430                  | 500             | 89,316                  |                                       |
| Outdoor<br>Fitness<br>Equipment   | Reinstatement | As per section | Day 1                   | 43,122                  | 500             | 53,146                  |                                       |
| Ventnor Park<br>Bandstand         | Reinstatement | As per section | Day 1                   | 50,487                  | 500             | 60,584                  |                                       |
| 7 x All Year<br>Light<br>Fixtures |               | As per section | Day 1                   | 8,348                   | 500             | 10,019                  |                                       |

## MATERIAL DAMAGE - BUSINESS ALL RISKS (UK)

### Details

|  |                   | Revision Required<br>(Please specify) |
|--|-------------------|---------------------------------------|
| <b>Specified or floating location:</b> | Floating Location |                                       |

### Covers Requested

|                       |           | Revision Required<br>(Please specify) |
|-----------------------|-----------|---------------------------------------|
| <b>Contingencies:</b> | All Risks |                                       |
| <b>Excess (GBP):</b>  | 100       |                                       |

### Contents

#### Contents Items

| Item description                                | Cover basis   | Contingencies  | Method of adjustment | Excess (GBP) | Sum insured (GBP) | Revision Required (Please specify) |
|---|---------------|----------------|----------------------|--------------|-------------------|------------------------------------|
| Trophies, Cups, Shields, Medals, Silverware and | Reinstatement | As per section | Index Linking        | 100          | 4,883             |                                    |

| Item description   | Cover basis   | Contingencies  | Method of adjustment | Excess (GBP) | Sum insured (GBP) | Revision Required (Please specify) |
|--|---------------|----------------|----------------------|--------------|-------------------|------------------------------------|
| Portable electronic and photographic equipment including portable computer equipment, digital and non-digital cameras, mobile telephones, television, DVD and audio equipment designed to be carried by hand, excluding portable hand tools, portable office equipment, specialist trade equipment and all personal effects. | Reinstatement | As per section | Index Linking        | 100          | 5,726             |                                    |

### Conditions Precedent

#### Portable Computer Equipment

*The following Condition apply to the Business All Risks Section*

If in relation to any claim for Damage by theft or attempted theft of Portable Computer Equipment You have failed to fulfil any of the following conditions, We will not pay that claim.

You must ensure that where Portable Computer Equipment is

- (a) left in any Unattended Vehicle, it is concealed from view in a storage compartment, and the vehicle is securely locked and all security devices set in operation and, between the hours of 9.00pm and 6.00am, the vehicle is kept either in a locked building of substantial construction or guarded security park
- (b) in transit by air it is carried as hand luggage unless instructed otherwise by airline staff
- (c) in transit by ship or ferry it is stored in a securely locked cabin or road vehicle aboard such vessel or kept with You
- (d) in transit by railway or underground it is carried as hand luggage and kept with You.

The maximum We will pay for any one or all claims arising out of one cause is

- (a) £2,500 in respect of theft or attempted theft from an Unattended Vehicle
- (b) £10,000 in respect of any other theft or attempted theft
- (c) £50,000 in respect of any other Damage.

*The following definition applies to this condition*

#### Portable Computer Equipment

Personal computers, small microcomputers and similar equipment used by You for processing, communicating and storing electronic data and which are designed to be carried by hand.

## BUSINESS INTERRUPTION

### Covers Requested

| Premises name             | Cover basis                    | Indemnity period (months) | Contingencies              | Business interruption sum insured (GBP) | Revision Required (Please specify)                             |
|---------------------------|--------------------------------|---------------------------|----------------------------|---|--|
| Revenue Sum Insured       | Gross Revenue/Income           | 12                        | As Material Damage section | 331,719                                 | <a href="#">Reduce to £286,802 &amp; increase to 24 months</a> |
| Increased Cost of Working | Increased Cost of Working Only | 12                        | As Material Damage section | 50,000                                  | <a href="#">Increase to 24 months</a>                          |

## MONEY & ASSAULT

### Money

|               |   | Revision Required (Please specify) |
|---------------|---|------------------------------------|
| Excess (GBP): | 0 |                                    |

### Cover

|   |                                       |         | Revision Required (Please specify) |
|---|---------------------------------------|---------|------------------------------------|
| Money at home of authorised person        | Limit (GBP):                          | 500     |                                    |
| Money during hours                        | Limit (GBP):                          | 5,000   |                                    |
| Money outside business hours, not in safe | Limit (GBP):                          | 250     |                                    |
| Own Carrying                              | Estimated own annual carryings (GBP): | 125,000 |                                    |

|                                |   |         | Revision Required<br>(Please specify) |
|--------------------------------|---|---------|---------------------------------------|
| <b>Any Other Loss of Money</b> | Crossed cheques and other non-negotiable instruments (GBP): | 250,000 |                                       |
|                                | Any other loss of money (GBP):                              | 5,000   |                                       |

#### Money in Safe Out of Business Hours

| Location              | Description of safe | Limit any one bank night safe (GBP) | Limit of cash in locked safe (GBP) | Revision Required<br>(Please specify) |
|-----------------------|---------------------|-------------------------------------|------------------------------------|---------------------------------------|
| At an Insured Premise | Unspecified safes   | 5,000                               | 2,500                              |                                       |

#### Personal Accident Assault

#### Benefits

| Benefits payable                 | Weeks payable | Benefit amount (GBP) | Revision Required<br>(Please specify) |
|----------------------------------|---------------|----------------------|---------------------------------------|
| Death and other capital benefits |               | 50,000               |                                       |
| Permanent Total Disablement      |               | 50,000               |                                       |
| Temporary Total Disablement      | 104           | 500                  |                                       |
| Temporary Partial Disablement    | 104           | 250                  |                                       |

#### Conditions Precedent

#### Medical Evidence

*The following Condition applies to the Money and Assault Section*

In respect of Assault, We will, at Our option, arrange for the Insured Person to undergo a medical examination or, in the event of death, a post mortem examination. You, or Your personal representatives, will supply to Us, at Your expense, any certificates, information or evidence in the format We require to support a claim.

### **Money In Transit**

*The following Condition applies to the Money and Assault Section*

If in relation to any claim for loss of Money in transit (other than Money described in Item 1 of The Schedule), You have failed to fulfil any of the following conditions, We will not pay that claim.

You must ensure

(1) that Money in transit is accompanied by the number of persons stated below, who must be either You and/or any director, partner or Employee

(a) over £2,500 up to £5,000 by at least 2 persons

(b) over £5,000 up to £8,000 by at least 3 persons

(c) over £8,000 up to £12,000 by at least 4 persons

(d) over £12,000 by an approved Security Company

(2) private transport is used for amounts of Money in transit greater than £2,500 where the distance exceeds half a mile.

The maximum We will pay for any one claim will not exceed the Limit Any One Loss stated in The Schedule.

### **Records and Key Security**

*The following Condition applies to the Money and Assault Section*

If in relation to any claim for loss of Money You have failed to fulfil any of the following condition, You will lose

Your right to payment for that claim.

You must

(1) keep a complete record of Money in a secure place other than in a safe or strongroom containing Money

(2) ensure that outside of Business Hours, all safes and/or strongrooms are kept locked and the keys removed from The Premises unless The Premises are occupied by You or any director, partner or authorised Employee of Yours, in which case the keys must be kept in a secure place away from any safe or strongroom

(3) ensure that whenever The Premises are closed for business or left unattended, all security devices to protect The Premises are properly fitted and put into full operation.

## EMPLOYERS LIABILITY

### Annual Wage Estimates

| Activities                   | Description of activity   | Number of employees | Wageroll employees only (next 12 months) (GBP) | Revision Required (Please specify)           |
|------------------------------|---|---------------------|--|--|
| Clerical                     | Clerical  |                     | 105,672  | <a href="#">Increase to £207,433 5 staff</a> |
| <a href="#">Light Manual</a> | <a href="#">Youth programme</a>   |                     |  | <a href="#">£62,503 2 staff</a>              |
| Manual Work                  | Cleaners, First Aiders & Pool Maintenance Operatives  |                     | 246,854  | <a href="#">Reduce to £146,628 12 staff</a>  |
| Councillors                  | Councillors (note: wageroll figure is an estimate of the equivalent total annual wages, the actual wageroll is Nil) | 15                  | 126,876  | <a href="#">11 Councillors</a>               |
| Volunteers                   | Volunteers (note: wageroll figure is an estimate of the equivalent total annual wages)                              | 10                  | 28,194   |  |

### Main Exclusions

#### Tree Felling Exception

We will not provide cover for the felling, lopping, sawing or carriage of trees.

## Additional Information

Note: The 'wageroll' figure shown on the insurance documents against the categories of Council Members & Volunteers is purely an internal rating factor used by Aviva.

## PUBLIC LIABILITY

### Covers Requested

|                        |            | Revision Required<br>(Please specify) |
|------------------------|------------|---------------------------------------|
| Indemnity limit (GBP): | 10,000,000 |                                       |
| Excess (GBP):          | 500        |                                       |







### Annual Turnover Estimates

| Description of activity         | Revision Required<br>(Please specify) |
|---------------------------------|---------------------------------------|
| Annual Income including Precept | <a href="#">£798,855</a>              |

### Main Exclusions

#### Activities and Events Exceptions

We will not provide cover for

- (1) sponsored walks, rides, marathons or similar events
- (2) fireworks displays or bonfires
- (3) bouncy castles and other inflatable devices other than where hired in, and operated by the supplier
- (4) Bodily Injury or Damage to Property arising from
  -  go-karting, quad biking or motor sports
  -  parachute jumping, paragliding or parascending
  -  bungee jumping or abseiling
  -  ballooning or other flying activities
  -  weapons
  -  passenger carrying amusement devices

- remote controlled model aircraft
- animal rides
- pyrotechnics.

(5) events where combined numbers of participants and spectators on site exceed 2,000 at any one time

### **ACTIONS YOU MUST TAKE**

*The following Condition applies in addition to any Conditions stated in Your policy wording*

#### **Inflatable Devices Condition**

If in relation to any claim You have failed to fulfil any of the following conditions, We will not pay that claim.

You must ensure that, in connection with inflatable devices that

- 1 a) You have in place a system of check to ensure that the supplier(s) of the inflatable device(s) has Public and Products Liability insurance and that You keep a written record of their insurer and policy number, and b) the limit of indemnity under such policy is at least equivalent to the limit of indemnity under the Public and Products Liability Section of this policy.
2. the supplier must have sufficient training and knowledge to understand the procedures and rules regarding the safe use and operation of such devices.
3. the maximum number of persons allowed in or on such devices at any time will not exceed the number outlined in the manufacturers' guidelines or recommendations and such devices are supervised at all times by the supplier
4. all outdoor devices have adequate anchorage points which must be used at all times.
5. all devices are inspected:
  - a) daily prior to use, and
  - b) at least annually by a competent person and the records of such inspections checked by You and any defects or risks to health & safety have been rectified

#### **Tree Felling Exception**

We will not provide cover for the felling, lopping, sawing or carriage of trees.

### **Comments**

---

#### **Note: Rating information showing on schedule**

Aviva rate the Public Liability premium using a number of factors, some of which may look confusing on the schedule:

- There may be a wagheroll figure - this relates to work on third party premises (such as any work that you do for another Council on their land or the local church's land)
- Population figure - Aviva obtain this from publicly available records
- Playgrounds - number of equipment: Aviva assume that there is on average approx 7 items of play equipment at most play areas, therefore if you have 2 play areas the schedule will have the number 14 showing against this heading under the Public Liability section
- Skateparks, bmx and rollers skating parks: to generate a premium to reflect the risk associated with these Aviva need to input a monetary value, which they have set at £1500 per location (this does not mean you are charged £1500 premium per location, it is merely a allocation of turnover in order to generate a premium)

**Additional Information**

Open air car park spaces: 188  
 Youth organisation members aged 11-18: 100  
 Population: 5976  
 Playgrounds and bmx/skate parks - number of equipment: 7

**PRODUCTS LIABILITY**

**Covers Requested**

|                               |            | <b>Revision Required</b><br>(Please specify) |
|-------------------------------|------------|--|
| <b>Indemnity limit (GBP):</b> | 10,000,000 |  |
| <b>Excess (GBP):</b>          | 500        |  |

**Main Exclusions**

**North American Products Supplied Exception**

We will not provide cover for Products Supplied which The Insured know, could be expected to know or knew would be used within the United States of America or Canada.

## FIDELITY GUARANTEE

### Additional Covers

|                              | Limit of indemnity (GBP) | Excess (GBP) | Revision Required<br>(Please specify) |
|------------------------------|--------------------------|--------------|---------------------------------------|
| Cover limit for any one loss | 150,000                  | 10,000       |                                       |

### Specified Cover

Limits of Liability:

Internal Crime (Fidelity Guarantee): £150,000

Outsource Service Provider Crime: £100,000

Corporate Identity Fraud: 10% of the Limit of Indemnity for Internal Crime or £250,000, whichever is the lesser

Electronic Transfer of Money Made in Error: 10% of the Limit of Indemnity for Internal Crime or £250,000, whichever is the lesser

Public Utilities Fraud: 5% of the Limit of Indemnity for Internal Crime or £100,000, whichever is the lesser

Telecommunication Fraud: 5% of the Limit of Indemnity for Internal Crime or £100,000, whichever is the lesser

Cheques Fraud: £50,000

Third Party Computer and Funds Transfer Fraud: £100,000

### Main Exclusions

#### Retroactive Date

*Endorsement applying to Commercial Crime (subject otherwise to the terms and conditions shown in Your Policy)*

We will not provide cover for loss resulting from any act, event or matter committed prior to

(1) the date this Section was first incepted, or

(2) where equivalent cover to that provided under this Section has been continuously maintained in full force and effect prior to inception of this Section, the date which first applied to such equivalent cover.

## Endorsements

---

### **Inadvertent non-compliance with the Obligations stated in The Schedule**

*Endorsement applying to Commercial Crime (subject otherwise to the terms and conditions shown in Your Policy)*

We will not be liable to pay any claim if You have not complied with and operated any one or more of the Obligations which is material to any part of that claim unless You can conclusively demonstrate that this non-compliance was an Inadvertent Breach of the Obligations. This Endorsement does not apply for the References Obligation.

For the purposes of this Endorsement an Inadvertent Breach of the Obligations means any failure by any Employee to comply with any part of the Obligations stated in The Schedule which was without the knowledge or consent of any director, partner, Member, trustee, officer, department director, senior manager or equivalent of Yours, but only if You can conclusively demonstrate that You

(1) had communicated the relevant Obligation(s) in writing to all Employees with responsibility for Money, stock and/or accounts

(2) instructed all Employees of their duty to comply with and ensure compliance with the Obligations.

If We pay or agree to pay any claim or part of any claim where You did not comply with or operate the obligations the amount of The Excess will be increased by £5,000.

## Conditions Precedent

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*The following Conditions apply to the Commercial Crime Section:*

### **Audit**

If in relation to any claim You have failed to fulfil the following condition, which is material to that claim, We will not pay that claim. Independent professional accountants or auditors will examine Your accounts at least every 12 months.

### **Bank Account Reconciliation**

If in relation to any claim You have failed to fulfil the following condition, which is material to that claim, We will not pay that claim.

All cash book entries will be checked by someone other than the Employees responsible at least once in every 30 days against bank statements, receipts and other supporting documentation and the balance tested against cash and un-presented cheques

### **Cash Balances, Floats and Petty Cash**

If in relation to any claim You have failed to fulfil the following condition, which is material to that claim, We will not pay that claim.

The amount of cash balances, floats and petty cash will be laid down and will be subject to a physical check against supporting documents by someone other than the Employees responsible at least every 30 days.

### **Cheque Issue**

If in relation to any claim You have failed to fulfil the following condition, which is material to that claim, We will not pay that claim.

- (1) Cheques will only be signed after they have been fully completed.
- (2) All manually prepared cheques with a value over £5,000 will be signed by at least two authorised signatories.
- (3) If cheques are prepared and signed by computer or machine
  - (a) dual control will be exercised over the operation
  - (b) at least one further manual signature will be applied where the value of the cheque exceeds £15,000
  - (c) supporting documentation will be examined and authorised prior to signing by computer or machine
- (4) All signatories, will examine the supporting documentation against the cheque prior to signing.

### **Computer Security**

If in relation to any claim You have failed to fulfil the following condition, which is material to that claim, We will not pay that claim.

- (1) All update and amendment access to computer systems and programs containing accounting, stock and other valuable records will be protected by passwords. Passwords will be chosen by and confidential to the user and will be changed at least every 90 days
- (2) If You allow dial-up, internet or other external access to Your computer systems You will protect them with firewalls and anti-virus software which You will update regularly.

### **Debtors**

If in relation to any claim You have failed to fulfil the following condition, which is material to that claim, We will not pay that claim.

- (1) Where You allow credit, statements of account will be issued at least once in every 30 days. If the issue of statements involves any Employees who receive payments then all accounts including all suppressed and suspense accounts will be reviewed by someone other than the Employees responsible at least once in every 90 days
- (2) Management action will be taken before an account becomes 90 days overdue

### **Funds Transfer Controls**

If in relation to any claim You have failed to fulfil the following condition, which is material to that claim, We will not pay that claim.

- (1) In respect of funds transfers involving electronic instructions
  - (a) at least dual control will be imposed to ensure that no one Employee can complete a funds transfer payment from beginning to end
  - (b) all Employees involved will require unique passwords to access the terminal, computer or system. Passwords will be confidential to the user
- (2) In respect of all telephone and facsimile instructions the bank or financial institution will be instructed to telephone an Employee other than the person who sent, issued, gave or transmitted, or purported to send, issue, give or transmit, the instructions to check that they are valid prior to transferring the funds
- (3) You will comply with all process and security controls agreed with the bank or other financial institution, through which Your transfers are made.

### **Investments, Funds Management, Dealing and Trading**

If in relation to any claim You have failed to fulfil the following condition, which is material to that claim, We will not pay that claim.

- (1) You will exercise dual control over
  - (a) all investments and investment documents
  - (b) the management of funds including but not limited to pension funds, unit trusts, investment trusts and private client portfolios
  - (c) all dealing and trading operations including but not limited to securities, commodities, currency involving deals, trades, swaps, options, futures and other derivative deals and trades

to ensure that no one Employee can complete a transaction from beginning to end

2) A detailed list of all dealing and trading transactions will be prepared daily and submitted to the Treasurer or equivalent. You will entirely separate the back office administration and settlements from any Employee involved in any dealing or trading

(3) All deals, trades, investment and other instructions will be confirmed in writing to the other party within 24 hours of the agreement independently of the investment manager, dealer or trader.

### **Money Received and Banking**

If in relation to any claim You have failed to fulfil the following condition, which is material to that claim, We will not pay that claim.

(1) Any Employee who receives or collects money and/or cheques in the course of their duties away from The Premises will be required to remit them to You at least 1 time(s) per week

(2) All money and cheques received by Employees at The Premises, including that remitted in (1) above, will be banked at least 2 time(s) per week.

### **Payroll**

If in relation to any claim You have failed to fulfil the following condition, which is material to that claim, We will not pay that claim.

The cast of the payroll will be examined at least once in every 90 days by someone other than the Employees responsible to check that the total amount drawn is correct and that there are no past or fictitious Employees included.

### **References**

If in relation to any claim You have failed to fulfil the following condition, which is material to that claim, We will not pay that claim.

For all Employees engaged in any role

(1) that involves handling Money, payments, orders, statements of account, stock

(2) that involves having update and amendment access to accounting and stock recording systems

(3) in Your accounts, information technology, information systems or computer departments

(4) with a supervisory, management or directorial content

on or after the date this Section was first incepted, satisfactory written or fully documented verbal references will be obtained directly from former employers.

Such references must cover the preceding 2 year(s) of employment and must be provided in the event of a claim.

Any gaps in the preceding 2 year(s) of employment must be accounted for.

References need not be obtained in respect of Employees who have satisfactorily and continuously been employed by You for at least 12 months in any capacity other than stated in (1) to (4) above.

In respect of Employees joining directly from school or Government sponsored youth training schemes at least one character reference will be obtained.

## LEGAL EXPENSES

### Standard Cover

#### Covers Requested

|                           |         | Revision Required<br>(Please specify) |
|---------------------------|---------|---------------------------------------|
| Limit of indemnity (GBP): | 250,000 |                                       |

#### Annual Wage Estimates

|                                  |         | Revision Required<br>(Please specify) |
|----------------------------------|---------|---------------------------------------|
| Wageroll (next 12 months) (GBP): | 352,527 | £416,564                              |

### Specified Cover

#### Contingencies Operative:

- Employment Disputes
- Employment Compensation Awards
- Service Occupancy
- Legal Defence
- Property Protection
- Bodily Injury
- Tax Protection

### Main Exclusions

#### Abuse and Molestation Exception

*Endorsement applying to Commercial Legal Protection (subject otherwise to the terms and conditions shown in Your policy)*

We will not provide indemnity in respect of bodily injury including death, illness, disease or nervous shock, wrongful arrest, detention, imprisonment, eviction and accusation of shoplifting arising out of

(1) the alleged, actual or threatened abuse or molestation of any person

(a) in the care of

(b) under the protection of  
 You or anyone working for or on behalf of You  
 (2) the negligent  
 (a) employment  
 (b) investigation  
 (c) supervision  
 (d) reporting to the proper authorities or the failure to report  
 (e) retention  
 of any person for whom You are or ever were legally responsible and whose conduct is excluded by (a) above.

## DIRECTORS & OFFICERS

|                    |                      | Revision Required<br>(Please specify) |
|--------------------|----------------------|---------------------------------------|
| <b>Cover type:</b> | Directors & Officers |                                       |

### Covers Requested

|                                      |                    |              |                                      | Revision Required<br>(Please specify) |
|--------------------------------------|--------------------|--------------|--------------------------------------|---------------------------------------|
| <b>Geographical limit:</b>           |                    | Europe       |                                      |                                       |
| Description of insured risk/property | Geographical limit | Excess (GBP) | Sum insured/limit of indemnity (GBP) | Revision Required<br>(Please specify) |
| Directors & Officers                 | As per section     |              | 250,000                              |                                       |
| Corporate Legal Liability            | As per section     | 5,000        | 250,000                              |                                       |

## Specified Cover

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### Directors & Officers

Limit of Indemnity: £250,000  
Basis of Indemnity: Any One Claim  
Excess for Insured Person: £0  
Excess for Company Reimbursement: £5,000  
Prior/Pending Date: 21/04/2023

### Corporate Liability

Limit of Indemnity: £250,000  
Basis of Indemnity: Any One Claim  
Excess: £5,000  
Prior/Pending Date: 21/04/2023

## Endorsements

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### Absolute Bodily Injury Exception

*Endorsement applying to Directors & Officers (subject otherwise to the terms and conditions shown in Your policy)*

The following is added to the Exceptions to Directors & Officers Cover

any Claim arising directly or indirectly from or in consequence of or in any way relating to Bodily Injury.

### Bribery and Commissions Exception

*Endorsement applying to Directors & Officers (subject otherwise to the terms and conditions shown in Your policy)*

The following is added to the Exceptions to Directors & Officers Cover

any Claim arising directly or indirectly from or in consequence of or in any way relating to any payment, gift, fee, reward, advantage, donation, contribution or other consideration provided to

(1) any person in return for

(a) their undertaking or not undertaking any action or

(b) their showing of any favour or disfavour

on behalf of such person or on behalf of any principal for whom such person acts as an agent or

(2) any employee, member, officer, servant or agent of any public body in return for such public body undertaking or not undertaking any action or showing any favour or disfavour or

(3) any charitable, political or governmental organisation anywhere in the world.

### Absolute Bodily Injury Exception

*Endorsement applying to Corporate Legal Liability (subject otherwise to the terms and conditions shown in Your policy).*

The following is added to the Exceptions to Corporate Legal Liability Cover  
any Claim arising directly or indirectly from or in consequence of or in any way relating to Bodily Injury.

#### **Absolute Breach of Contract Exception**

*Endorsement applying to Corporate Legal Liability (subject otherwise to the terms and conditions shown in Your policy).*

The following is added to the Exceptions to Corporate Legal Liability Cover  
any Claim arising directly or indirectly from or in consequence of or in any way relating to any actual or alleged breach of contractual obligation.

#### **Bribery and Commissions Exception**

*Endorsement applying to Corporate Legal Liability (subject otherwise to the terms and conditions shown in Your policy).*

The following is added to the Exceptions to Corporate Legal Liability Cover  
any Claim arising directly or indirectly from or in consequence of or in any way relating to any payment, gift, fee, reward, advantage, donation, contribution or other consideration provided to

(1) any person in return for

(a) their undertaking or not undertaking any action or

(b) their showing of any favour or disfavour

on behalf of such person or on behalf of any principal for whom such person acts as an agent or

(2) any employee, member, officer, servant or agent of any public body in return for such public body undertaking or not undertaking any action or showing any favour or disfavour or

(3) any charitable, political or governmental organisation anywhere in the world.

## **GENERAL CLAUSES**

### **Inner Limits**

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#### **All Other Contents (General Contents)**

The following inner limits apply

Documents, manuscripts, business books, plans and designs £250,000

Data Storage Materials £25,000

Any one person's property in total for any one claim - Pedal cycles, tools and other personal items £1,000

Any one item - Rare books, antiques, paintings or other works of art £10,000

Any one claim - Rare books, antiques, paintings or other works of art £25,000

Any one claim - Wines, spirits, cigarettes and tobacco £1,000

*If anything factored into your general contents sum insured exceeds the above inner limits it should be extracted from the sum insured and listed as a specific item*

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## Comments

### Statement of Fact

The policy documents include a Statement of Fact, please check this document carefully to ensure that the information contained therein is accurate, as failure to do so may invalidate your insurance.

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## Benefits

### Services

As an Aviva customer, You can access additional services to help You keep Your business running smoothly.

For Our joint protection telephone calls may be recorded and/or monitored.

#### Claims Service: 0800 015 1498

A 24 hour, 365 days a year claims line providing You with emergency assistance whenever it is required. When We know about Your problem, We will start to put the solutions in place.

#### Legal and Tax Helpline 0345 300 1899

Call this helpline anytime, day or night, for advice on legal or tax matters in the United Kingdom. This service, given in confidence, is included as part of your insurance policy.

#### Commercial Legal Protection 0345 300 1899

If you have Commercial Legal Protection cover, please call the helpline for legal advice as soon as you are aware of an incident. Please have your policy number to hand.

If You think that You might need to claim please contact the helpline on 0345 300 1899 and obtain a reference number. A claim form is also available to download at [www.aviva.co.uk/legalprotection](http://www.aviva.co.uk/legalprotection).

#### Risk Solutions Helpline 0345 366 6666

Call for advice on safety, fire, security and other issues that can affect Your business. Most enquiries can be dealt with over the telephone, but if We can't give you an immediate answer, We will deal with your enquiry within one working day.

This service is available during office hours with an answering service outside these times.

#### Counselling Service Helpline 0117 934 0105

This is a confidential service available to Your staff to help deal with personal issues such as bereavement, divorce, the threat of violence in the workplace and bullying at work.

Website - <https://avivabusinesslaw.farill.io/>

This service (provided by DAS Businesslaw and powered by Farillio) is built specifically to help businesses manage a wide range of business and legal issues. You'll get access to:

- unlimited legal advice via the legal advice helpline
- a range of regularly updated business and legal guides, document builders, interactive checklists and videos that can help you with the day-to-day running of your business, as well as helping you to manage your exposure to legal risk
- easy to use templates to build legal documents including employee contracts, health and safety policies, dismissal letters
- topics range from branding, crowdfunding, financial and tax planning, to marketing strategy to help build and grow your business
- email alerts on changes in law, legislation and regulation

To register

1. Visit <https://avivabusinesslaw.farill.io/>
2. Enter the voucher code DASBAVI100 into the 'First time using Aviva Businesslaw?' box and click 'Validate Voucher'
3. Fill out your name, email address, and create a password
4. Validate your email address by pressing the link in the confirmation email that you receive.

## Conditions Precedent

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### Claims Procedure

*The following condition applies across all sections of your policy in addition to the conditions contained within your Policy Wording unless otherwise stated*

*For the Claims Procedure relating to your Commercial Crime cover please refer to the Commercial Crime section of this policy*

*For the Claims Procedure relating to your Management Liability cover please refer to the Management Liability section at the back of this policy*

If in relation to any claim 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) tell Us immediately of any event or occurrence which may result in a claim
- (2) notify the police immediately of loss, destruction or damage caused by malicious persons or thieves
- (3) at Your expense, provide Us with a written claim containing as much information as possible of the loss, liability, destruction, damage, accident or injury, including the amount of the claim within
  - (a) 30 days, or
  - (b) seven days in the case of loss, destruction or damage caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious persons of You becoming aware of the event or occurrence, or such further time that We may allow
- (4) provide Us with all information and help We require in respect of the claim
- (5) pass to Us unanswered, immediately, all communications from third parties in relation to any event which may result in a claim under this policy
- (6) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this policy without Our written agreement

(7) allow Us to take over and conduct in Your name the defence or settlement of any claim. You will also allow Us to prosecute at Our own expense and for Our own benefit, any claim for indemnity or compensation against any other person and You must give Us all information and assistance required.

### **Subjectivity Condition**

*The following condition applies across all sections of your policy in addition to the conditions contained within your Policy Wording unless otherwise stated*

The insurance cover provided by Aviva may be subject to You or Us carrying out certain actions. We will clearly state below if the insurance provided by Us is subject to You

- (1) providing Us with any additional information requested by the required date(s)
- (2) allowing Us access to The Premises, Your Contract Sites, and/or The Business to carry out surveys
- (3) completing any actions agreed between You and Us by the required date(s)
- (4) allowing Us to complete any actions agreed between You and Us.

Upon completion of these requirements (or if they are not completed by the required dates), We may, at our option

- (1) modify the premium
- (2) make amendments to the terms and conditions of the insurance cover
- (3) require You to make alterations to The Premises for which We have provided an insurance cover by the required date(s)
- (4) withdraw any insurance cover provided
- (5) leave the terms and conditions of the insurance cover and the premium, unaltered.

We will contact You with our decision and where applicable, specify the date(s) by which any action(s) agreed need to be completed by You and/or any decision by Us will take effect.

Our requirements and decisions will take effect from the date(s) specified unless and until We agree otherwise in writing. If You disagree with Our requirements and/or decisions, We will consider Your comments and where We consider appropriate, will continue to negotiate with You to resolve the matter to Your and Our satisfaction. In the event that the matter cannot be resolved We will withdraw the insurance cover.

The above conditions do not affect Our right to withdraw any insurance cover if We discover information material to Our acceptance of the risk that was not disclosed when requesting the original quotation.

### **Reasonable Precautions and Maintenance of Property**

*The following Condition applies to all Sections (except for Management Liability)*

You must

- (1) maintain all premises and equipment, including fire extinguishing and security equipment, in a continuous satisfactory state of repair and in full working order in accordance with the manufacturers instructions and servicing requirements.
- (2) take all reasonable precautions to prevent loss, destruction or damage to the property insured and accident or injury to any person or loss, destruction or damage to their property.
- (3) conduct The Business in a lawful manner, complying with all legal requirements and safety regulations.
- (4) keep a record of purchases and sales.

### **Change of Occupancy**

*The following Condition applies to the Property Damage Section*

You must tell Us immediately if

- (a) any building at The Premises becomes Unoccupied
- (b) if the buildings are to be occupied by contractors for renovation, alteration or conversion purposes
- (c) any Unoccupied building at The Premises becomes occupied or used.

### Protections

*The following Condition applies to the Property Damage Section*

If in relation to any claim for Damage caused by theft or attempted theft, You have failed to fulfil the following condition, We will not pay that claim.

Whenever The Premises are closed for business or left unattended, You must ensure that all security devices provided to protect The Premises are properly fitted and put into full operation.

### Minimum Security

*The following Condition applies to The Premises 001-001*

#### **Theft and Money Sections where insured by this policy**

If in relation to any claim for Damage to the Property Insured caused by theft or attempted theft at The Premises, which occurs more than 30 days after the inception of this policy and You have failed to fulfil any of the following conditions, We will not pay that claim.

In respect of all those parts of The Premises occupied by You in connection with The Business You must ensure that all Perimeter doors and opening Accessible Perimeter windows are provided with an appropriate security measure, as described below and when The Premises are unattended, all such doors and windows to that part, or parts are closed and secured by such appropriate security measure being put into full and effective operation and any keys removed from the locks and stored away from such window or door.

(1) Hinged doors must be secured as follows

(a) single leaf doors and the final closing leaf of double doors

(i) timber framed doors –by a lock certified as meeting British Standard BS3621

(ii) aluminium or steel framed doors –by a five (or more) pin cylinder mortice swing lock

(iii) plastic framed doors –by a lock assembly certified as meeting Publically Available Specification PAS3621 or a multi-point lock having at least three moving fastening points operated from a handle which is secured by a five (or more) pin cylinder lock

(iv) steel or composite construction (security) doors - by a security measure described in either (1)

(a) (i) or (1) (a) (iii) above or by a five (or more) pin cylinder mortice lock

(b) the first closing leaf of double doors

(i) by having, adjacent to the top and bottom corners of the door, a rebate bolt or an internal key operated mortice rack bolt or a lockable bolt

(ii) by a multi-point lock having at least two moving fastening points operated from a handle which is secured by a five (or more) pin cylinder lock

(2) Rolling shutter and rolling panel doors must be secured as follows

(a) manually operated doors – by having the operating chain fastened to an internal chain stop, housing or wall bracket by means of a padlock having a hardened steel shackle

(b) electrically operated doors – by having an internal operating switch permitting power to be isolated and secured in the ‘off’ position by means of an integral lock or a padlock

(c) wicket gates/personnel doors within such doors – by a lock certified as meeting British Standard BS3621

(3) Cellar trap doors must be secured as follows

- (a) by having an internal steel padlock bar fastened by a padlock having a hardened steel shackle
- (b) by having, adjacent to the top and bottom corners of the door(s), an internal key operated mortice rack bolt or a lockable bolt noting that, where one leaf of double doors when closed prevents the opening of the other, only that leaf needs securing as stated
- (4) Doors described in 1 (a) and 2 (c) above which are not final exit doors must be secured by a security measure described in 1 (a) or 2 (c) above or any type of door lock or lockable fastening which is supplemented by having, adjacent to the top and bottom corners of the door, an internal key operated mortice rack bolt or a lockable bolt
- (5) Windows must be secured as follows
  - (a) roof lights – by an internal fastening device designed and supplied as suitable for the task
  - (b) louvre windows – by internal or external fixed steel bars or grilles
  - (c) other windows – internally by means of a fastening device having an integral lock, by a window lock or by a key operated mortice rack bolt
- (6) Emergency fire exits must be secured so that any door or window described in (1) – (5) above which is formally designated as being solely for use as an emergency fire exit by the person(s) legally responsible under fire safety legislation for fire safety is excluded from the stated requirements and instead must be secured by a fastening device designed and supplied as suitable for the task.

*The following definitions apply to this condition*

Perimeter

Doors and windows that provide access from those parts of The Premises occupied by You in connection with The Business to the open air, into any area of The Premises not occupied by You in connection with The Business or into any adjoining premises.

Accessible

Perimeter windows located on

- (1) basement and ground floors
- (2) other floors where they can be reached by a person standing within any communal areas, areas of The Premises not occupied by You in connection with The Business or any areas of adjoining or adjacent premises
- (3) other floors where they can be reached by a person standing on adjoining or adjacent land or any external structural feature of The Premises, or any adjoining or adjacent premises, which can readily be climbed onto including but not limited to stairways, fire escapes, lower storey roofs, porches, balconies.

**Unoccupied Premises**

*The following Condition applies to all Risks declared to and accepted by Aviva*

If in relation to any claim for Damage while The Premises are Unoccupied, You have failed to fulfil any of the following conditions, We will not pay that claim.

You must

- (1) carry out internal and external inspections of the buildings at least every 7 day(s) days, maintaining a log of such inspections and, as soon as possible, repair, or arrange to repair, any damage or defects found including the removal of graffiti
- (2) remove all waste, unfixed combustible materials and gas bottles, either within or outside the buildings, from The Premises
- (3) securely lock and close all external doors, and windows, and secure and seal all letter boxes and openings
- (4) wherever possible, turn off all sources of power, fuel and water at the mains, chain and padlock the isolation valves, drain all water and fuel supply tanks, apparatus and pipes

However, where the buildings are protected by an

(a) Intruder Alarm, CCTV or Fire Detection System or sprinkler installation, You must provide sufficient power, heat or water supplies for their effective operation.

(b) security patrols, You must provide sufficient power for safe and effective internal inspection

(5) tell Us immediately if any building at The Premises becomes Unoccupied, if the buildings are to be occupied by contractors for renovation, alteration or conversion purposes or if the buildings are to become occupied or used.

Where The Premises are empty, vacant or disused but are tenanted, (1), (2), (3) and (4) above apply to the extent that they may be reasonably and practically implemented without frustrating or invalidating the lease, unless We agree otherwise in writing.

## Aviva GPA/Sickness/Business Travel

|                            |                          |
|----------------------------|--------------------------|
| <b>POLICYHOLDER</b>        | Ventnor Town Council     |
| <b>INSURER</b>             | Aviva Insurance Limited  |
| <b>POLICY NUMBER</b>       | 86421429ECA              |
| <b>PERIOD OF INSURANCE</b> | 21/04/2025 to 20/04/2026 |

### GENERAL CLAUSES/INFORMATION

|                                    |  |            |
|------------------------------------|--|------------|
| <b>Current insurer:</b>            | Royal & Sun Alliance   |            |
| <b>Are you the holding broker:</b> | Yes  |            |
| <b>Assumptions:</b>                |  | <b>Yes</b> |
|                                    | None   | <b>T</b>   |
|                                    | Claims have been made in the last 3 years  | <b>O</b>   |
|                                    | Employees are undertaking these trades: Charities or Aid Relief Workers, Construction - Roofing, Scaffolding, Steeplejacks, Entertainment - Actors, Musicians, Singers, Emergency Services - Ambulance, Fire, Search & Rescue, Professional/Semi | <b>O</b>   |
|                                    | If Sickness cover is required, cover would be for manual workers only.   | <b>O</b>   |
|                                    | If Sickness cover is required, this is the first time a Sickness policy has been taken out.  | <b>O</b>   |
|                                    | If Travel cover is required, it is expected that cover will be required for travel to areas where war or major disturbances are in progress or reported to be imminent.  | <b>O</b>   |

|   |   |
|---|---|
| In the last ten years, the insured has been declared bankrupt or insolvent or been the subject of bankruptcy proceedings or insolvency proceedings  | 0 |
| In the last ten years, the insured has been disqualified from being a company director  | 0 |
| In the last ten years, the insured has been subject to an investigation by HM Revenue and Customs which resulted in a prosecution   | 0 |
| In the last ten years, the insured has been the subject of a County Court Judgement, an Individual Voluntary Arrangement or a Sheriff Court Decree  | 0 |
| The insured has been convicted of or charged (but not yet tried) or been given an Official Police Caution in respect of any criminal offence other than a motoring offence which are not spent under the Rehabilitation of Offenders Act. | 0 |
| The insured has had a business insurance proposal declined, renewal refused, insurance cancelled or special terms applied.  | 0 |
| The maximum duration of Travel exceeds 60 days in any one trip.   | 0 |
| There are subsidiary companies residing outside the UK  | 0 |
| Work is undertaken offshore e.g. ships not docked and offshore installations such as oil rigs.  | 0 |

## Activities

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|                              |                            |
|------------------------------|----------------------------|
| <b>Business description:</b> | Town Council               |
| <b>Trade:</b>                | Local Government Authority |

## GROUP PERSONAL ACCIDENT & SICKNESS

### Accidental Death/PTD/Capital Benefit

|  |                  | Revision Required<br>(Please specify) |
|--|------------------|---------------------------------------|
| <b>Benefit Required:</b>                                     | Fixed            |                                       |
| <b>Insured Persons:</b>                                      | Clerical         |                                       |
| <b>Total number of insured persons within this category:</b> | 8                | <a href="#">Reduce to 7</a>           |
| <b>Operative Time:</b>                                       | 24 hour          |                                       |
| <b>Detailed Benefit Breakdown:</b>                           | Grouped Benefits |                                       |
| <b>Accidental Death/PTD/Capital Benefit Required:</b>        | £25,000          |                                       |

### Temporary Total Disablement Cover

|                                   |          | Revision Required<br>(Please specify) |
|-----------------------------------|----------|---------------------------------------|
| <b>Benefit Required:</b>          | Fixed    |                                       |
| <b>Total Number of Employees:</b> | 8        | <a href="#">Reduce to 7</a>           |
| <b>Fixed Weekly Benefit:</b>      | £200     |                                       |
| <b>Deferment Period:</b>          | 0 days   |                                       |
| <b>Benefit Period:</b>            | 52 weeks |                                       |

**Accidental Death/PTD/Capital Benefit**

|  |                          | <b>Revision Required</b><br>(Please specify) |
|--|--------------------------|--|
| <b>Benefit Required:</b>                                     | Fixed                    |  |
| <b>Insured Persons:</b>                                      | Voluntary                | <a href="#">Add 11 councillors</a>           |
| <b>Total number of insured persons within this category:</b> | 10                       |  |
| <b>Operative Time:</b>                                       | Occupational + Commuting |  |
| <b>Detailed Benefit Breakdown:</b>                           | Grouped Benefits         |  |
| <b>Accidental Death/PTD/Capital Benefit Required:</b>        | £25,000                  |  |

**Accidental Death/PTD/Capital Benefit**

|  |                  | <b>Revision Required</b><br>(Please specify) |
|--|------------------|--|
| <b>Benefit Required:</b>                                     | Fixed            |  |
| <b>Insured Persons:</b>                                      | Manual           |  |
| <b>Total number of insured persons within this category:</b> | 6                | <a href="#">Increase to 12</a>               |
| <b>Operative Time:</b>                                       | 24 hour          |  |
| <b>Detailed Benefit Breakdown:</b>                           | Grouped Benefits |  |
| <b>Accidental Death/PTD/Capital Benefit Required:</b>        | £25,000          |  |

Temporary Total Disablement Cover

|                                   |          | Revision Required<br>(Please specify) |
|-----------------------------------|----------|---------------------------------------|
| <b>Benefit Required:</b>          | Fixed    |                                       |
| <b>Total Number of Employees:</b> | 6        | <a href="#">Increase to 12</a>        |
| <b>Fixed Weekly Benefit:</b>      | £200     |                                       |
| <b>Deferment Period:</b>          | 0 days   |                                       |
| <b>Benefit Period:</b>            | 52 weeks |                                       |

MAXIMUM BENEFITS

|  |            | Revision Required<br>(Please specify) |
|--|------------|---------------------------------------|
| <b>Maximum Benefit, any one insured person: Death &amp; Capital Benefit (GBP):</b>   | 500,000    |                                       |
| <b>Maximum Benefit, any one insured person: Temporary Total Disablement (GBP):</b>   | 1,000      |                                       |
| <b>Maximum Benefit, any one insured person: Temporary Partial Disablement (GBP):</b> | 500        |                                       |
| <b>Maximum Accumulation Limit: Any one accident (GBP):</b>                           | 15,000,000 |                                       |
| <b>Maximum Accumulation Limit: Multi-engine aircraft (GBP):</b>                      | 10,000,000 |                                       |

|   |           | Revision Required<br>(Please specify) |
|---|-----------|---------------------------------------|
| Maximum Accumulation Limit: Single-engine aircraft (GBP): | 3,000,000 |                                       |

## GENERAL CLAUSES

### Comments

For full details on all further condition and clauses pertaining to this policy, please see your policy documentation.

### Benefits

#### **Contact Details for Claims and Assistance Services**

*As an Aviva customer, you can access additional services to help you keep your business running smoothly. For our joint protection telephone calls may be recorded and/or monitored.*

#### **Telephone Call Charges and Recording**

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles.

#### **Claims Service:**

Group Personal Accident claims: Please contact 08000 516 583 This is a dedicated, in-house claims service available within business hours of 9am to 5pm, Monday to Friday. Please have Your policy details to hand.

#### **Aviva Wellbeing Services**

At Aviva, we are proud to be able to support our customers and their employees' wellbeing. The services can help you make small, gradual changes to become healthier and happier, and when times are tough, offer support to help cope with stress and grief.

For more information on these free value-added services please click the Wellbeing Services Guide link above.

#### **Legal and Tax Helpline 0345 300 1899**

Call this helpline anytime, day or night, for advice on legal or tax matters in the United Kingdom. This service, given in confidence, is included as part of your insurance policy.

#### Commercial Legal Protection 0345 300 1899

Please call the helpline for legal advice as soon as you are aware of an incident. Please have your policy number to hand. If you think you may need to claim, please call the helpline to request a claim form. We can only proceed with your claim when we have details of the incident in writing. A claim form is available to download at [www.aviva.co.uk/legalprotection](http://www.aviva.co.uk/legalprotection).

#### Risk Solutions Helpline 0345 366 6666

Call for advice on safety, fire, security and other issues that can affect your business. Most enquiries can be dealt with over the telephone, but if we can't give you an immediate answer, we will deal with your enquiry as quickly as we can. This service is available during office hours with an answering service outside these times.

#### Counselling Service Helpline 0117 934 0105

This is a confidential service available to your staff to help deal with personal issues such as bereavement, divorce, the threat of violence in the workplace and bullying at work. Customers can access up to six telephone counselling sessions (up to an hour at a time) for each difficulty. Additional sessions can be arranged and paid for separately.

Note, the initial call to the counselling line does not form part of the six sessions.

This service is provided by Care first, a trading division of Partnerships in Care Ltd.

The Counselling service is available to you, your employees and members of your immediate family – providing they live with you and are over the age of 18 (or aged between 16 and 18 and in full-time employment).

#### Aviva Business Law

Website - <https://avivabusinesslaw.farill.io/> This service (provided by DAS Businesslaw and powered by Farillio) is built specifically to help businesses manage a wide range of business and legal issues. You'll get access to:

- unlimited legal advice via the legal advice helpline
- a range of regularly updated business and legal guides, document builders, interactive checklists and videos that can help you with the day-to-day running of your business, as well as helping you to manage your exposure to legal risk
- Easy to use templates to build legal documents including employee contracts, health and safety policies, dismissal letters
- topics range from branding, crowdfunding, financial and tax planning, to marketing strategy to help build and grow your business
- email alerts on changes in law, legislation and regulation

To register

1. Visit <https://avivabusinesslaw.farill.io/>
2. Enter the voucher code DASBAV1100 into the 'First time using Aviva Businesslaw?' box and click 'Validate Voucher'
3. Fill out your name, email address, and create a password
4. Validate your email address by pressing the link in the confirmation

## Fleet Rated Commercial Motor

|                            |                          |
|----------------------------|--------------------------|
| <b>POLICYHOLDER</b>        | Ventnor Town Council     |
| <b>INSURER</b>             | ERS                      |
| <b>POLICY NUMBER</b>       | 50037762                 |
| <b>PERIOD OF INSURANCE</b> | 17/05/2025 to 16/05/2026 |

### GENERAL CLAUSES/INFORMATION

#### Company Details

|                                  |              |
|----------------------------------|--------------|
| <b>Status of entity</b>          | Government   |
| <b>Year business established</b> | 1974         |
| <b>Business description</b>      | Town Council |

#### Legal Information

**Convictions** No

Based on the knowledge of any senior management and anyone involved in arranging the insurance after making a reasonable search, has any proposer (as a company or individual including any decision makers involved in how the business's activities are to be managed or organised), director or partner of the business (or of its subsidiary companies not otherwise excluded), either personally or in any business capacity, ever been charged with (but not yet tried) or convicted of any criminal offences excluding motoring offences or offences that are spent under the Rehabilitation of Offenders Act 1974 and subsequent amendments to that Act?

**Bankruptcy**

No

Based on the knowledge of any senior management and anyone involved in arranging the insurance after making a reasonable search, has any proposer (as a company or individual including any decision makers involved in how the business's activities are to be managed or organised), director or partner of the business (or of its subsidiary companies not otherwise excluded), either personally or in any business capacity, in the last 5 years been declared bankrupt or been the subject of bankruptcy proceedings, an Administrative Receivership, a Company or Partnership or Individual Voluntary Arrangement, a Debt Relief Order, an Administration Order, a Compulsory Liquidation, a Creditors' Voluntary Liquidation, a Winding Up Order or any equivalents in Scotland or Northern Ireland?

**Disqualification**

No

Based on the knowledge of any senior management and anyone involved in arranging the insurance after making a reasonable search, has any proposer (as a company or individual including any decision makers involved in how the business's activities are to be managed or organised), director or partner of the business (or of its subsidiary companies not otherwise excluded), for any period in the last 5 years been the subject of a disqualification order under the Company Directors Disqualification Act 1986 and subsequent amendments or under a Charity Commission Order or barred from membership of a Limited Liability Partnership or any equivalents in Scotland or Northern Ireland?

**Insurance Declined**

No

Based on the knowledge of any senior management and anyone involved in arranging the insurance after making a reasonable search, has any proposer (as a company or individual including any decision makers involved in how the business's activities are to be managed or organised), director or partner of the business (or of its subsidiary companies not otherwise excluded), either personally or in any business capacity, in the last 5 years had a policy voided, renewal declined, cancelled where a cancellation clause has been invoked or had special terms imposed by an insurer?

**Health and Safety**

No

Based on the knowledge of any senior management and anyone involved in arranging the insurance after making a reasonable search, has any proposer (as a company or individual including any decision makers involved in how the business's activities are to be managed or organised), director or partner of the business (or of its subsidiary companies not otherwise excluded), in any business capacity, in the last 5 years been served with a prohibition or improvement notice, convicted of, charged with (but not yet tried) or officially cautioned for a breach of any Health and Safety, Welfare or Environmental Protection legislation?

**HM Revenue & Customs Action**

No

Based on the knowledge of any senior management and anyone involved in arranging the insurance after making a reasonable search, has any proposer (as a company or individual including any decision makers involved in how the business's activities are to be managed or organised), director or partner of the business (or of its subsidiary companies not otherwise excluded), either personally or in any business capacity, in the last 5 years been the subject of a recovery action by HM Revenue and Customs?

**County Court Judgement**

No

Based on the knowledge of any senior management and anyone involved in arranging the insurance after making a reasonable search, has any proposer (as a company or individual including any decision makers involved in how the business's activities are to be managed or organised), director or partner of the business (or of its subsidiary companies not otherwise excluded), either personally or in any business capacity, in the last 5 years had a county court judgment or Scottish equivalent awarded against them?

**Risk Management**

---

**Hazardous industry/location visited**

**Yes**

|  |          |
|--|----------|
| None   | <b>T</b> |
| Airside  | o        |
| Docks  | o        |
| MOD Premises   | o        |
| Military Bases   | o        |
| Nuclear Industry Or Atomic Energy Establishments/Nuclear Installations | o        |
| Petro-chemical Industry Or Petro-chem Installation                     | o        |
| Power Stations/Electricity Generating Stations                         | o        |
| Pyrotechnic/Ammunition Industries                                      | o        |
| Quarries   | o        |

**Risk management features**

|   |            |
|---|------------|
| Rail Trackside or any other Rail Property                         | o          |
|   | <b>Yes</b> |
| None  | o          |
| Driver Accident/Conviction History Obtained                       | o          |
| Driver Handbook Issued  | o          |
| Driver Licences - At Least Annual Checks On All Driving Licences  | o          |
| Driver Licences - Checked Before Person Allowed To Drive          | <b>T</b>   |
| Driver Licences - Regular Checks On All Driving Licences          | o          |
| Driver Profile Restricted To Aged 25 And Above Only               | o          |
| Driver Training - Goods Carrying Vehicles - S.A.F.E.D             | o          |
| Drivers Supplied With Details Of What To Do Following An Accident | o          |
| Incidents Recorded And Analysed                                   | <b>T</b>   |
| Internally Assess Driving Ability                                 | o          |
| Procedures In Place To Monitor Accidents                          | o          |

**TRADES**

|               |                               | Revision Required<br>(Please specify) |
|---------------|-------------------------------|---------------------------------------|
| <b>Trades</b> | Local Government (Main Trade) |                                       |

## VEHICLE GROUP - COMMERCIAL VEHICLES

|                                       |   |  |
|---------------------------------------|---|--|
|                                       |   | <b>Revision Required</b><br>(Please specify) |
| <b>Cover basis</b>                    | Comprehensive                           |  |
| <b>Class of use</b>                   | Carriage Of Own Goods                   |  |
| <b>Permitted drivers</b>              | Any Driver - Excluding Drivers Under 25 |  |
| <b>Accidental damage excess (GBP)</b> | 250                                     |  |
| <b>Fire &amp; theft excess (GBP)</b>  | 250                                     |  |
| <b>Windscreen excess (GBP)</b>        | 75                                      |  |

### Vehicles

#### Main Details

| Registration / serial / chassis number | Registration status | Vehicle type       | Make / model               | Body type | Year of manufacture | Engine size / battery capacity | Gross plated weight (kg) | Fuel type | Transmission type | Current value (£) | Revision Required (Please specify) |
|--|---------------------|--------------------|----------------------------|-----------|---------------------|--------------------------------|--------------------------|-----------|-------------------|-------------------|------------------------------------|
| HW18 KJV                               | UK Road Registered  | Commercial Vehicle | RENAULT KANGOO ML19 85 DCI | Van       | 2017                | 1,461 cc                       | 1,918                    | Unknown   | Manual            | 12,520            |                                    |

### Additional Details

| Registration / serial / chassis number | Number of seats | Owned by or leased to the company | Temporary vehicle | Revision Required<br>(Please specify) |
|--|-----------------|-----------------------------------|-------------------|---------------------------------------|
| HW18 KJV                               | 2               | Yes                               | No                |                                       |

### Cover Details

| Registration / serial / chassis number | Storage location | Cover and excess defined | Cover basis   | Class of use   | Geographical limit | Permitted drivers  | Accidental damage excess (£) | Fire & theft excess (£) | Windscreen excess (£) | Revision Required<br>(Please specify) |
|--|------------------|--------------------------|---------------|--|--------------------|--|------------------------------|-------------------------|-----------------------|---------------------------------------|
| HW18 KJV                               | PO38 1EJ         | No                       | Comprehensive | Business Use Of The Insured, Social, Domestic And Pleasure | UK, EU             | Any Driver - Excluding Drivers Under 25 Other Than Those Named | 100                          | 100                     | 75                    |                                       |

## GENERAL CLAUSES

### Excess

#### Vehicle excess details

An excess is the amount you must pay in the event of any claim, regardless of who is to blame for an incident. However, there may be additional excess terms applied highlighted below in Additional excesses for young or inexperienced drivers, or shown in the attached Schedule of Endorsements.

| Registration/Chassis Number | Accidental Damage | Fire & Theft | Windscreen repair by ERS approved supplier | Windscreen replacement by ERS approved supplier | Use of non-approved ERS supplier | Agricultural Vehicles* |
|-----------------------------|-------------------|--------------|--|---|----------------------------------|------------------------|
| HW18KJV                     | £250              | £250         | £10  | £75   | £125                             | £50                    |

\*regardless of which company carries out the repair or replacement

### Additional excesses for young or inexperienced drivers

If your vehicle is damaged while a young or inexperienced person (including yourself) is driving, you will have to pay the first amount of any claim as shown below. This is on top of any other excess that you may have to pay.

- Under 21 - £300
- Aged 21 to 24 - £200
- 25 or over who has a provisional driving licence or has not held, for 12 months or more, a full driving licence issued by the UK or any country which is a member of the European Union - £200

*These amounts do not apply if the loss or damage is caused by fire or theft.*

## Endorsements

### ENDORSEMENTS APPLICABLE

Where a value is shown below, this refers to information relevant to an endorsement such as, but not restricted to, an excess amount, driver or security device.

### ENDORSEMENTS APPLICABLE TO SPECIFIC VEHICLES

| Vehicle type | Registration/Chassis Number | Endorsement Number | Description                        | Value |
|--------------|-----------------------------|--------------------|------------------------------------|-------|
|              | All vehicles                | 001                | Damage, fire and theft excess      | 250   |
| LCV          | HW18KJV                     | 012                | Driving exclusion                  | 25    |
|              | All vehicles                | 037                | No claim bonus removed             |       |
|              | All vehicles                | 525                | Trailer limit amended              | 15000 |
|              | All vehicles                | 530                | Legal expenses insurance           |       |
|              | All vehicles                | D77                | Trailer cover attached or detached |       |

### ENDORSEMENT APPENDIX

#### 001 - Damage, fire and theft excess

We will not pay the first amount shown in the schedule for any claim under section 2 of your policy document.

This endorsement will not apply to claims made for windscreen damage only, and the amount shown is on top of any other amount which you may have to pay under this insurance.

#### 012 - Driving exclusion

We will not provide any cover while your vehicle is being driven by, or is in the charge of, any person under the age stated against this endorsement number.

#### 037 - No claim bonus removed

The "no claim bonus" section of your policy document does not apply to this insurance.

#### 525 - Trailer limit amended

Within section 2 of your policy document, the sub-section "Agricultural trailers (agricultural vehicles only)" is amended to provide cover up to the amount shown against this endorsement number in your schedule.

#### 530 - Legal expenses insurance

This insurance is extended to cover legal costs and expenses incurred in the recovery of uninsured losses or compensation for death or personal injuries, arising from an occurrence covered under this insurance.

#### Definitions

You, your - the person named as 'the insured' in the schedule and any driver or passenger with the permission of the insured.

#### Administrator

Arc Legal Group, The Gatehouse, Lodge Park, Lodge Lane, Colchester, CO4 5NE

Tel: 0344 770 9000

Email: enquiries@arclegal.co.uk

Appointed representative - a solicitor or any other qualified consultant appointed by you or the Administrator following notification of a claim.

Legal costs and expenses - unrecovered fees, costs and disbursements reasonably incurred by the Administrator or appointed representative and opponents costs of any civil proceedings for which you may be liable by order of the court or by agreement with the consent of the Administrator.

You must not investigate any event or claim without written advice from the Administrator. You must comply with all requests made by the Administrator and appointed representative for instructions, information, documents, attendance at meetings or court. If you fail to do so, we will discontinue the claim and any legal action and you will be responsible for all costs and expenses incurred. If you withdraw from, negotiate, commence or discontinue a claim or legal proceedings without prior written consent from the Administrator, you will also be responsible for all costs and expenses.

The appointed representative must at all times take instruction from, report to and supply information and documents to the Administrator. The Administrator will have direct access to the appointed representative and must be kept fully informed of all material developments.

If the Administrator believes that a claim has no reasonable prospect of success, we reserve the right to decline to pursue the matter or discontinue any claim or legal action.

If you are awarded costs, you must use these to repay the amount we have paid out on your behalf in connection with the proceedings. However, we will pay all legal costs and expenses up to the limit of this section when no costs or compensation are awarded. If the legal costs and expenses are greater than the amount you are awarded for the legal

costs and expenses, we will pay the excess amount up to the limit of £50,000.

You must ensure that every step is taken to recover legal costs and expenses which have been paid out under this insurance.

#### Settling claims:

We will pay up to £50,000 in total for any one accident or occurrence which shall be deemed to include a series of accidents or occurrences in connection with or arising out of one event.

#### Specific conditions

- 1) You must tell us about any other legal expense insurance which you may have to cover the same loss.
- 2) The Administrator will have complete control over the legal proceedings. We will not be bound by any promises given by you without the Administrator's approval.
- 3) If you do not accept any solicitor appointed by the Administrator, we will ask the Law Society to name another solicitor who both you and the Administrator agree to. During this time, the Administrator may appoint a solicitor to act on your behalf, to protect your interests.

#### Specific exclusions

We will not pay legal costs and expenses for the following circumstances:

- 1) Where the Administrator considers that you will not get a reasonable settlement or where any expected settlement is small in relation to the time and expense involved.
- 2) If the Administrator has not agreed, in writing to the costs and expenses.
- 3) If we are not told of the claim within 180 days of the event causing it.
- 4) Claims which relate to fines and penalties awarded against you.
- 5) Claims involving disputes with us or our agents.
- 6) Claims involving actions carried out in order to fulfil a judgement or a legally- binding decision.
- 7) Claims which relate to an event which does not occur within the period of insurance.

We will not pay the following:

8) Claims caused by, contributed to or arising from:

- (i) a contract or agreement entered into;
- (ii) a criminal or deliberate act by you;
- (iii) patents, copyrights and trademarks; or
- (iv) libel or slander or verbal injury.

9) Claims relating to faults in your vehicle or incomplete, incorrect service or repair of the vehicle.

10) Claims which relate to an appeal unless the Administrators has agreed to them before the appeal has started.

11) Travelling expenses or compensation for being absent from work.

12) Legal costs and expenses if you withdraw from legal proceedings without our agreement.

13) Any legal costs and expenses involved in an action in a small claims court.

14) Legal claims which are covered under a more specific insurance or if a claim has been refused by another insurance company.

The general terms, conditions and exceptions of your insurance apply to this endorsement.

#### D77 - Trailer cover attached or detached

Sections 1 and 2 of your policy document (Liability to others and Loss of or damage to your vehicle) are extended to apply to any trailer which is attached to or detached from your vehicle, provided that the value of the trailer does not exceed £5,000.

If the trailer is detached from your vehicle, cover will only apply if,

- the trailer is fitted with a security device which is in operation when the trailer is not in use; and
- the trailer is securely parked with the brakes on.

We are not liable for the loss of or damage to any contents in or on the trailer.

#### **Subject To**

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#### **Renewal Subjectivity**

You must tell us immediately about any changes to the information you have already provided. Please contact your broker if you are not sure if the information is relevant. If you don't tell us about relevant changes, your insurance may not cover you fully, or at all. Here are some examples of the changes you should tell us about:

- A change of vehicle (including extra vehicles and any temporary vehicles).
- All changes you or anyone else make to your vehicle if these make your vehicle different from the manufacturer's standard specification (whether the changes are mechanical or cosmetic).
- A change of address.
- A change of job, including any part-time work by you or other drivers, a change in the type of business or having no work.
- A change in the purpose which you use your vehicle for.
- A new main user of your vehicle.
- Details of any driver you have not told us about before, or who is excluded by the certificate of motor insurance or an endorsement, but who you now want to drive.
- Details of any motoring conviction, disqualification or fixed-penalty motoring offence of any person allowed to drive or of any prosecution pending (where a case is being investigated but there is no conviction yet) for any motor offence.
- Details of any non-motor conviction or prosecution pending (where a case is being investigated but there is no conviction yet) for any person allowed to drive.
- Details of any accident or loss (whether or not you make a claim) involving your vehicle or that happens while you are driving or in charge of anyone else's vehicle.
- If any driver suffers from a disability or medical condition that must be revealed to the DVLA, whether the driving licence has been restricted or not.

## Cyber Package

|                            |  |
|----------------------------|--|
| <b>POLICYHOLDER</b>        | Ventnor Town Council   |
| <b>INSURER</b>             | Allianz Global Corporate & Specialty SE, Lloyd's, The Hartford Insurance Company placed through the agency of Coalition Risk Solutions Ltd |
| <b>POLICY NUMBER</b>       | C-4X6F-069367-CYBER-2025   |
| <b>PERIOD OF INSURANCE</b> | 21/04/2025 to 20/04/2026   |

### GENERAL CLAUSES/INFORMATION

|  |  |
|--|--|
| <b>Status of entity:</b>                               | Government   |
| <b>Registered at Companies House in the UK:</b>        | No   |
| <b>Registered address:</b>                             | Salisbury Gardens<br>Dudley Road<br>Ventnor<br>Isle Of Wight<br>PO38 1EJ |
| <b>Web site address:</b>                               | www.ventnortowncouncil.gov.uk  |
| <b>Year business established (yyyy):</b>               | 1974   |
| <b>Trade:</b>  | Local Authority - Town Council   |
| <b>Business description:</b>                           | Town Council & Property Owner  |
| <b>Turnover (last completed financial year) (GBP):</b> | 750,895  |

|   |      |
|---|------|
| Percentage turnover from UK:            | 100% |
| Percentage turnover from EU:            | 0%   |
| Percentage turnover from USA/Canada:    | 0%   |
| Percentage turnover from rest of world: | 0%   |
| Number of employees:                    | 38   |

## CYBER

|                           |         | Revision Required<br>(Please specify) |
|---------------------------|---------|---------------------------------------|
| Limit of indemnity (GBP): | 750,000 |                                       |
| Excess (GBP):             | 2,500   |                                       |

### Breach Response and Crisis Management

|                           |         | Revision Required<br>(Please specify) |
|---------------------------|---------|---------------------------------------|
| Limit of indemnity (GBP): | 750,000 |                                       |

### Digital Data Replacement/Reinstatement

|                           |         | Revision Required<br>(Please specify) |
|---------------------------|---------|---------------------------------------|
| Limit of indemnity (GBP): | 750,000 |                                       |
| Excess (GBP):             | 2,500   |                                       |

**Extortion**

|                           |         | Revision Required<br>(Please specify) |
|---------------------------|---------|---------------------------------------|
| Limit of indemnity (GBP): | 750,000 |                                       |
| Excess (GBP):             | 2,500   |                                       |

**Multimedia Liability**

|                           |         | Revision Required<br>(Please specify) |
|---------------------------|---------|---------------------------------------|
| Limit of indemnity (GBP): | 750,000 |                                       |
| Excess (GBP):             | 2,500   |                                       |

**Network Security and Privacy Liability**

|                           |         | Revision Required<br>(Please specify) |
|---------------------------|---------|---------------------------------------|
| Limit of indemnity (GBP): | 750,000 |                                       |
| Excess (GBP):             | 2,500   |                                       |

**Specified Cover**

**THIRD PARTY LIABILITY COVERAGES:**

**THIRD PARTY SECURITY AND PRIVACY**

| Insuring Agreement                            | Limit/Sub-Limit                | Retention/Sub-Retention |
|---|--------------------------------|-------------------------|
| A. NETWORK AND INFORMATION SECURITY LIABILITY | £750,000                       | £2,500                  |
| B. REGULATORY DEFENCE AND PENALTIES           | As per main limit of indemnity | As per main excess      |

| Insuring Agreement           | Limit/Sub-Limit                | Retention/Sub-Retention |
|------------------------------|--------------------------------|-------------------------|
| C. PCI FINES AND ASSESSMENTS | As per main limit of indemnity | As per main excess      |
| D. FUNDS TRANSFER LIABILITY  | As per main limit of indemnity | As per main excess      |

#### TECHNOLOGY AND MEDIA PROFESSIONAL

| Insuring Agreement               | Limit/Sub-Limit                | Retention/Sub-Retention |
|----------------------------------|--------------------------------|-------------------------|
| E. TECHNOLOGY ERRORS & OMISSIONS | n/a                            | n/a                     |
| F. MULTIMEDIA CONTENT LIABILITY  | As per main limit of indemnity | As per main excess      |

#### FIRST PARTY COVERAGES:

#### EVENT RESPONSE

| Insuring Agreement   | Limit/Sub-Limit  | Retention/Sub-Retention  |
|--|--|--|
| G. BREACH RESPONSE SERVICES  | Limited to 72 hours following notification to the Breach Response Services Advisor | £0   |
| H. BREACH RESPONSE COSTS   | As per main limit of indemnity   | As per main excess   |
| I. CRISIS MANAGEMENT AND PUBLIC RELATIONS  | As per main limit of indemnity   | As per main excess   |
| J. RANSOMWARE AND CYBER EXTORTION  | As per main limit of indemnity   | As per main excess   |
| K. DIRECT AND CONTINGENT BUSINESS INTERRUPTION, AND EXTRA EXPENSES FROM SECURITY FAILURE AND SYSTEMS FAILURE | As per main limit of indemnity   | As per main excess(i) waiting period 8 hours (ii) enhanced waiting period 1 hour |
| L. PROOF OF LOSS PREPARATIONEXPENSES   | £50,000  | As per main excess   |
| M. DIGITAL ASSET RESTORATION   | As per main limit of indemnity   | As per main excess   |
| N. COMPUTER REPLACEMENT AND BRICKING   | As per main limit of indemnity   | As per main excess   |
| O. REPUTATIONAL HARM LOSS  | As per main limit of indemnity   | Reputational waiting period 14 days  |
| P. COURT ATTENDANCE  | (i) per day/per person limit £250 (ii) Limit £50,000                               | n/a  |
| Q. CRIMINAL REWARD   | £50,000  | £0   |

## CYBER CRIME

| Insuring Agreement  | Limit / Sub-Limit              | Retention / Sub-Retention                     |
|---|--------------------------------|---|
| R. FUNDS TRANSFER FRAUD, PERSONAL FUNDS FRAUD, AND SOCIAL ENGINEERING | 25% of Main limit of indemnity | An amount equal to five times the main excess |
| S. SERVICE FRAUD INCLUDING CRYPTOJACKING                              | £100,000                       | As per main excess                            |
| T. IMPERSONATION REPAIR COSTS   | £50,000                        | As per main excess                            |
| U. INVOICE MANIPULATION   | As per main limit of indemnity | As per main excess                            |

## Inner Limits

**LIMITS OF LIABILITY:** Aggregate policy limit of liability and limits of liability for all insuring agreements other than Breach Response Services

## Endorsements

**Additional coverages by Endorsement** (not included if shown as n/a)

| Coverages by Endorsement                     | Limit / Sub-Limit | Retention / Sub-Retention |
|--|-------------------|---------------------------|
| BODILY INJURY AND PROPERTY DAMAGE –3RD PARTY | n/a               | n/a                       |
| BODILY INJURY AND PROPERTY DAMAGE –1ST PARTY | n/a               | n/a                       |
| POLLUTION                                    | n/a               | n/a                       |
| REPUTATION REPAIR                            | n/a               | n/a                       |

## Pre-Claim Assistance

Limit: £100

Pre-claim assistance is a benefit included as part of the premium.

See Section V, CLAIMS PROCESS, PRE-CLAIM ASSISTANCE of the Policy for more details.

**Retroactive Date:** Full Prior Acts Coverage

## QUOTA SHARE ENDORSEMENT

COALITION CYBER AND TECHNOLOGY POLICY 3.0

This Policy is issued on a quota share basis. Each insurer will be responsible for payment of a certain percentage share of the Limits of Liability as specified in the Declarations

for this Policy as follows:

| Quota Share Percentage of each insurer - Insurer                                      | Quota Share Percentage |
|---|------------------------|
| Allianz Global Corporate & Specialty SE   | 50%                    |
| Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B174010161SS25) | 20%                    |
| Navigators Insurance Company UK Branch trading as The Hartford                        | 30%                    |

Each quota share insurers' obligations to you under this Policy are several and not joint and are limited solely to the extent of their individual quota share percentage. The quota share insurers are not responsible for the obligations of any quota share insurer who for any reason does not satisfy all or part of its obligations. None of the quota share insurers has a duty to pay before any of the other quota share insurers.

Claim expenses are part of and not in addition to the Limits of Liability.

Provided that:

1. The collective liability of the insurers shall not exceed the Aggregate Policy Limit of Liability as specified in Item 4. of the Declarations.
2. The Limit of Liability of each of the insurers individually shall be limited to the pro rata percentage of liability set opposite its name.

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

#### REPUTATION REPAIR ENDORSEMENT

##### COALITION CYBER AND TECHNOLOGY POLICY 3.0

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

1. The definition of "Crisis management costs" under Section IX, DEFINITIONS is deleted and replaced with the following:

##### *CRISIS MANAGEMENT COSTS*

*Means the following reasonable fees or expenses agreed to in advance by us, in our discretion (such agreement not to be unreasonably withheld) to mitigate harm to your reputation or to a covered damages, loss, claim expenses, breach response costs, or breach response services due to a public relations event:*

1. *a public relations or crisis management consultant;*
  2. *media purchasing or for printing or mailing materials intended to inform the general public about the public relations event;*
  3. *providing notifications to individuals where such notifications are not required by breach notice law, including notices to your non-affected customers, employees, or clients;*
- and*
4. *other costs approved in advance by us;*

*Provided that any crisis management costs to mitigate harm to your reputation must be incurred within twelve months after the first publication of such public relations event.*

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

### **BREACH RESPONSE SEPARATE LIMIT ENDORSEMENT**

#### **COALITION CYBER AND TECHNOLOGY POLICY 3.0**

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

1. Section VI, *LIMITS OF LIABILITY AND RETENTION, LIMITS OF LIABILITY* is deleted and replaced by the following:

#### *LIMITS OF LIABILITY*

##### *Aggregate Policy Limit of Liability and Limits of Liability for All Insuring Agreements Other Than Breach Response Services and Breach Response Costs*

*The Aggregate Policy Limit of Liability set forth in Item 4. of the Declarations is the maximum amount we will be liable to pay for all claim expenses, damages, funds transfer liability loss, loss, PCI fines and assessments, regulatory penalties, and other amounts under this Policy, regardless of the number of claims, events, or insureds. The reference to Aggregate Policy Limit of Liability herein also refers to each participating Insurer's individual Quota Share Limit of Liability as stated in Item 8. of the Declarations.*

*The Per Event Limit of Liability set forth in Item 4. of the Declarations is the maximum amount we will be liable to pay for all claim expenses, damages, funds transfer liability loss, loss, PCI fines and assessments, regulatory penalties, and other amounts arising from a single event under all Insuring Agreements, regardless of the number of Insuring Agreements triggered, claims, or insureds. Such Limits of Liability are part of, and not in addition to, the Aggregate Policy Limit of Liability.*

*The Limit stated in Item 5. of the Declarations with respect to an Insuring Agreement is the maximum amount we will be liable to pay for all claim expenses, damages, funds transfer liability loss, loss, PCI fines and assessments, regulatory penalties, and other amounts arising from a single event and in aggregate for all events under that Insuring Agreement. Such Limits of Liability are part of, and not in addition to, the Aggregate Policy Limit of Liability.*

*Our Limits of Liability for an Optional Extended Reporting Period, if applicable, will be part of, and not in addition to the Aggregate Policy Limit of Liability set forth in Item 4. of the Declarations.*

##### *Limits of Liability for Breach Response Services and Breach Response Costs*

*Breach response services will be provided for a maximum of 72 hours following your notification to the breach response services advisor.*

*Breach response services will be provided in addition to and will not erode the Aggregate Policy Limit of Liability.*

*The limit set forth in Item 5.H. of the Declarations is the maximum amount we will be liable to pay for all breach response costs, regardless of the number of security failures, data breaches, or insureds. This Limit is in addition to the Aggregate Policy Limit of Liability. Upon exhaustion of the breach response costs Limit, there will be no further coverage under this Policy for any breach response costs.*

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

**PREMIUM PAYMENT ENDORSEMENT (30 DAYS)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

**COALITION CYBER AND TECHNOLOGY POLICY 3.0**

The named insured undertakes that premium will be paid in full to us within 30 days of inception of this Policy. If the premium due under this Policy has not been paid to us by the 30th day from the inception of this Policy, then we shall have the right to cancel this Policy in accordance with SECTION VII, CANCELLATION AND OPTIONAL EXTENDED REPORTING PERIOD, CANCELLATION.

**Comments**

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**DECLARATIONS**

The declarations submitted on your application form must be correct.  
Any inaccuracies may invalidate the insurance.

**GENERAL CLAUSES**

**Comments**

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Number of Employees (include Volunteers & if a local authority include Town Councillors) = 38



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