

What is a policy summary?

This document provides key information about the insurance policy specifically designed for parish, town and community councils, registered charities and not-for-profit organisations, underwritten by Hiscox. If you have any additional questions, then please contact your insurance broker, Arthur J. Gallagher Insurance Brokers Ltd on 01483 462860.

Policy name: Local councils and not-for-profit insurance

Type of insurance: commercial combined

Underwritten by: Hiscox Underwriting Ltd on behalf of Hiscox Insurance Company Limited

Significant features and benefits

We offer some of the broadest levels of cover available, giving our customers true peace of mind. All communications, including the policy wordings, are written in plain English with no jargon to ensure that you know exactly what is and, as importantly, what is not covered.

The following are included as standard with this insurance.

Contents which covers accidental physical loss or damage to:

- property which belongs to you or for which you are legally responsible at the insured location;
- your money at the insured location, in a locked safe, at your employees' and volunteers' homes and while in transit;
- the personal effects of your councillors, trustees, employees and visitors while at the insured location;
- outdoor furniture, ornaments and statues that are normally left outdoors within the confines of the insured location;
- exhibition stands and exhibition equipment for which you are legally responsible within the UK and Ireland;
- defibrillators and defibrillator cabinets for which you are legally responsible within the UK and Ireland;
- items bequeathed to you, provided that you tell us the values as soon as possible;
- raffle prizes, auction lots, additional stock and equipment hired in by you for any fund-raising event or religious festival;
- your property which is used and kept at the home of any councillor, trustee or employee of yours.

Contents also covers:

- the cost of replacing or reconstituting your electronic data and business documents if they have been lost or destroyed;
- the cost you incur for any metered water and fuel as a direct result of insured damage to any storage tank or piping;
- your direct financial loss as a result of fraud or dishonesty of any councillor, trustee or employee of yours;
- irrecoverable business travel and accommodation expenses following accidental injury or illness of any councillor, trustee or employee of yours.

Property away which covers accidental physical loss or damage to:

- your portable equipment and property anywhere in the EU.

Business interruption which covers your financial losses resulting from an interruption to your activities caused by:

- insured damage to property which belongs to you or for which you are legally responsible;
- insured damage to property within 1km of the insured location which prevents or hinders access to the insured location;
- failure in the supply of water, gas, electricity or telecommunications for more than 24 hours as a result of insured damage;
- your inability to use the insured location due to restrictions imposed by a public authority.

Business interruption also covers:

- the expenses you incur in replacing any of your key personnel following their illness or accidental bodily injury;
- your financial losses due to the unauthorised use of water, gas or electricity or telecommunications by a third-party.

Employers' liability which covers claims brought against you:

- by your employees and volunteers for bodily or mental injury arising out of their work for you.

Public and products liability which covers claims brought against:

- you for bodily injury of any person or damage to any property which does not belong to you as a result of your activities;
- any hirer of the insured location for bodily injury or property damage arising from their use of the insured location;
- your councillors and trustees for bodily injury or property damage as a result of your activities;
- you for defamation or infringement of intellectual property rights as a result of your activities.

Public and products liability also covers:

- the motor vehicle excess and reduction in no claims discount payable by a councillor, trustee or employee of yours as a result of an accident involving a motor vehicle used in connection with your activities.

Officials' and trustees' indemnity which covers claims brought against:

- your trustees, directors, officers and members for errors arising from the performance of their duties in that capacity.

Commercial legal protection which covers legal defence costs in connection with:

- disputes with your employees and voluntary workers, allegations of a criminal offence, civil actions following physical damage to your property, appeal proceedings following assessment by HMRC and contractual disputes relating to goods and services.

Personal accident which provides:

- a capital benefit following death or permanent disablement of any of your councillors, trustees, employees and volunteers;
- a weekly benefit following temporary disablement of any of your councillors, trustees, employees and volunteers.

A flexible approach

The following are also available under this insurance.

Buildings which covers:

- accidental physical loss or damage to insured buildings, including street furniture, memorials and fixed outside equipment;
- the cost of locating and repairing any accidental physical loss or damage to your cables, underground pipes and drains;
- the reasonable and necessary cost you incur to protect insured buildings from imminent insured damage;
- damage to trees, shrubs and plants at the insured location as a result of fire or explosion;
- accidental physical loss or damage to buildings bequeathed to you, provided that you tell us the values as soon as possible;
- accidental physical loss or damage to building works in progress and unfixed materials relating to a building contract.

Equipment breakdown which covers:

- electrical or mechanical breakdown or failure of your electrical equipment and computers at the insured location;
- electrical or mechanical breakdown or failure of your computers while temporarily elsewhere in the UK or Ireland;
- the cost of replacing or reconstituting your electronic data if it has been lost or destroyed following breakdown or failure.

Significant or unusual exclusions and limitations

Any claims, circumstances or incidents which you know about or ought reasonably to have known about prior to the inception of the policy are excluded unless notified previously. You have an obligation to take reasonable steps to prevent accident or injury and to protect your property against loss or damage. You must keep any property insured under this policy in good condition and repair and you must also take reasonable steps to maintain back-up copies of data files or programmes.

You will normally have to pay an initial amount for each claim made against you under the policy. These excesses may vary and your individual quotation and policy schedule will show the specific excesses applicable to you. Any special conditions, limitations or terms that may apply to an individual risk will also be clearly shown in your quotation and policy schedule.

Contents and Property away do not cover loss or damage:

- caused by wear and tear, inherent defect, rot, fungus, mould, vermin or infestation;
- caused by theft from an unattended vehicle unless the item is out of sight in a locked boot;
- to property being cleaned, worked on or maintained, other than fine art;
- terrorism, civil commotion in Northern Ireland, war, confiscation, nuclear risks or communicable disease;
- to property while temporarily outside the UK unless it is in your care, custody or control or secured in a locked room or safe.

Equipment breakdown does not cover loss or damage:

- to domestic laundry, kitchen, audio visual and home entertainment equipment used in private living quarters;
- which is recoverable under any maintenance agreement, warranty or guarantee.

Buildings does not cover loss or damage caused by:

- settlement, bedding down or movement of new structures or made-up ground;
- coastal erosion or a rise in the water table;
- storm or flood to gates or fences, other than lych gates;
- terrorism, civil commotion in Northern Ireland, war, confiscation, nuclear risks or communicable disease;

- the building contractor to building works in progress and unfixed materials relating to a building contract.

Business interruption does not cover:

- illness of or injury to any of your key personnel resulting from any medical condition known to them at the inception date of this policy, unless the condition has been without the need for any medical advice during the previous 24 months;
- any interruption to your business caused by any communicable disease or fear or threat of communicable disease except where the interruption is caused by one of the specified diseases at your premises which means that you are unable to use your premises.

Employers' liability does not cover any claim or loss due to:

- bodily or mental injury of any of your employees or volunteers while they are offshore;

Public and products liability does not cover any claim or loss due to:

- defamation which arises out of any statement which you knew was defamatory at the time of publication;
- infringement, use, or disclosure of a patent, or any use, disclosure or misappropriation of a trade secret;
- the ownership or use of any aerial device, hovercraft, watercraft or any mechanically-propelled vehicle or trailer;
- designs, plans, specifications, formulae, directions or advice prepared or given by you;
- the failure of any of your products or any service provided by you to perform its intended function or purpose;
- bodily injury directly or indirectly caused by abuse, assault, harassment, mistreatment or maltreatment.

Officials and trustees' indemnity does not cover any claim or loss due to:

- any act intended to secure a personal profit or advantage to which any insured person was not legally entitled;
- an insured person's operation or administration of any defined benefit pension scheme;
- a breach of or failure to provide professional duties or services;
- any employee's termination of employment, breach of any employment contract or employment related discrimination.

Commercial legal protection does not cover:

- any claim reported more than 180 days after the insured person should have known about the incident;
- any costs and expenses incurred before the written acceptance of a claim by DAS.

Personal accident does not cover:

- any injury or illness resulting from any emotional or psychiatric disorder or condition;
- any injury or illness resulting from pregnancy or any condition connected with pregnancy or childbirth.

Your obligations

Remember, your premium and insurance cover will be based specifically on the details you provide to us. So the information you give us will form a record of your unique combination of demands, needs and circumstances.

Please make sure the information you send us is complete and accurate, and inform us immediately of any changes in circumstances that may affect the services provided by us or the cover provided by your policy. This is particularly important before taking out a policy, but it also applies throughout the life of a policy.

You need to bear in mind:

- if you fail to disclose any information material to the insurance you could invalidate the policy and claims may not be paid;
- you should read and check all insurance documents to ensure that you are aware of the cover, limits and other terms that apply;
- please be aware of all terms and conditions of your policy as failure to comply with them could invalidate it;
- in the event of a claim, you should take note of the required procedures, such as prompt notice to us of the claims, as stated in the policy documentation;
- as with any insurance, you have an obligation to take reasonable steps to mitigate any loss.

Policy length

This is not an annual policy. Your policy will run on a continuous basis of insurance and will continue whilst your payments are kept up to date. You must tell us of any changes to your circumstances as described in your insurance policy and we will then have the option of amending the terms of the policy or issuing you with notice of our intention to cancel it.

Cancellation rights

You may cancel the insurance by giving us 30 days' notice in writing of your intention to do so. We may cancel the insurance by giving you 30 days' notice in writing of our intention to do so.

In both cases, we will return to you the amount of premium which relates to the unexpired period, provided that no claims have been notified under the insurance. If a claim or claims have been notified, then we will only return any premium if we (and not you) are cancelling the policy. However, we will not refund any premium under £10.

Claims service

If you suffer a loss and need to make a claim you should contact your insurance broker Arthur J. Gallagher Insurance Brokers Ltd immediately on 01483 462860. If this is not possible, then our claims team can be contacted 9.00am – 5.30pm Monday to Friday on 0800 711 7156. You will need to provide your policy number and full details of the claim, including the date, amount and circumstances of loss.

Outside of normal business hours, if you require emergency assistance in relation to substantial damage to your property, you can speak to our 24-hour emergency assistance team using the telephone number above. Our out-of-hours emergency assistance team operate on a pay-and-claim basis and you will need to have credit card details available as appropriate; the team will then be able to direct you to essential tradesmen, emergency loss adjusters or disaster management companies in the event of significant loss or damage. Your policy schedule will reflect if property cover is included in your policy.

Hiscox prides itself on its fast, efficient, fair and sensible claims service, offering access to expert legal teams. It is when you make a claim that you really find out how good your insurer is and we are confident that you will not find a better service in the UK.

Any questions and complaints

If you have any questions or concerns about the sale of your policy or the service offered by your broker, please speak to your insurance broker Arthur J. Gallagher Insurance Brokers Ltd in the first instance on 01483 462860. If you have any questions or concerns about the terms of your policy or the decisions regarding the settlement of a claim, please contact our customer relations team at:

Hiscox Customer Relations
The Hiscox Building
Peasholme Green
York YO1 7PR

Or by telephone on 01904 681 198 or 0800 116 4627

Or by email at customer.relations@hiscox.com

Our customer relations team will do all they can to put things right, but if you're still not satisfied, we'll tell you how to take your case to the Financial Ombudsman Service.

If for any reason we can't meet our obligations to you, you may be entitled to compensation. In that case, rest assured we're fully covered by the Financial Services Compensation Scheme (FSCS). For further information visit www.fscs.org.