



LEDBURY TOWN COUNCIL

TOWN COUNCIL OFFICES, CHURCH STREET, LEDBURY

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2 December 2022

Dear Councillors

You are summoned to attend an Extraordinary meeting of **LEDBURY TOWN COUNCIL** to be held on **Thursday, 8 December 2022 at 6.30 pm in the Committee Room, Council Offices, Church Lane, Ledbury**, for the purpose of transacting the business shown in the agenda below.

Yours faithfully

PP

Councillor Phillip Howells
Town Mayor

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Members of the public are permitted to film or record meetings to which they are permitted access, in a non-disruptive manner. Whilst those attending meetings are deemed to have consented to the filming, recording, or broadcasting of meetings, those exercising the rights to film, record or broadcast must respect the rights of other people attending under the Data Protection Act (GDPR) 2018

A G E N D A

1. **Apologies**
2. **Declarations of Interests**

To receive any declarations of interest and written requests for dispensations.

Members are invited to declare disclosable pecuniary interests and other interests in items on the agenda as required by the Ledbury Town Council Code of Conduct for Members and by the Localism Act 2011.

(Note: Members seeking advice on this item are asked to contact the Monitoring officer at least 72 hours prior to the meeting)

3. **20. Council Insurance renewal (Buildings) (Pages 3662-3671)**
(additional papers available for review in Clerks Office)

11. Date of next meeting

To note that the next meeting of Full Council is scheduled for 2 February 2023.

**Distribution: - Full agenda reports to all Councillors (13)
Plus file copy**

**Agenda reports excluding Confidential items to:
Local Press (2)
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Police (1)
Councillor l'Anson (1)**



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Private & Confidential

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Tel: 01483 462860

www.ajg.com/uk

2nd December 2022

Dear Angela,

Insurance Policies: Property Owners, AJG Community Schemes

Client Name: Ledbury Town Council

Client Reference Number: 21888087

Effective Date: 18/12/2022

Your insurance policy is due for renewal shortly and we have pleasure in enclosing your renewal quotation(s) and documentation. These have been based on your requirements which you disclosed to us previously or in our recent renewal discussions. Our understanding of your requirements are shown in the enclosed documentation.

There are a number of documents enclosed and it is important that you review each of them. Within this letter we have summarised what we consider to be the most important points to assist you. We have directed you to those documents, or parts of documents, which you must read carefully.

Your renewal premium(s) for the forthcoming year are detailed as follows:-

Policy	Insurer	Premium	Insurance Premium Tax	Total Due
Property Owners	Ecclesiastical Insurance Office Plc via Ecclesiastical Insurance Office Plc.	£11,118.29	£1,334.19	£12,452.48
Total		£11,118.29	£1,334.19	£12,452.48

Property Owners

Your Requirements and Our Recommendations

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

Our Recommendation(s)

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We recommend that this policy is placed with Ecclesiastical Insurance Office Plc. based upon your requirements to purchase a Local Council Insurance policy and the price, extent of cover and policy benefits provided by the insurer.

Our recommendation is based on your requirements to have a Local Council Insurance policy for Ledbury Town Council to the levels of cover we have discussed which is summarised in the attached quotation schedule and statement of fact.

- We have recommended that your cover is placed with the insurer(s) named within your schedule.
- We believe the cover(s) provided is the most suitable from the insurers that we have approached and based on the information you have provided.
- Please ensure you read your documentation pack carefully to confirm that the cover meets your requirements, paying particular attention to exclusions, warranties, conditions, excesses and limits.

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

Please see the attached cover comparison which details a summary of the core covers automatically included with all Gallagher Insurance policies. In addition to these our insurer panel can provide enhanced levels of protection and additional covers where appropriate.

We would draw your attention to your Duty of Fair Presentation obligations, along with the importance of checking that you have adequate sums insured. Full details can be found in the Important Information section.

Significant Terms, Conditions, Warranties, Exclusions and Subjectivities

Your **policy documents** will record what is insured and against what **Insured Perils** (risks) apply, along with details of any **Warranties** which sets out those things which you must make sure happen or have in place at all times. Your cover may be subject to **Exclusions** and **Endorsements**, which set out additional **Policy Terms** which are particularly important. Please also consider any **Conditions** with which you have to comply in order for your cover to be valid and for you to make a claim.

It is important that you read and make sure that you understand the full extent of the cover that is provided by your insurance policy. The policy wording should be read in conjunction with your policy schedule. Please read these carefully as they may have an impact on the validity of your cover and/or your ability to make recovery for any claims made.

If there are any areas of the policy which you are concerned about or do not understand, or where you are unable to comply, then please contact us to discuss in further detail. It may be possible, albeit at higher cost, to obtain wider or less restrictive cover.

The attached insurer schedule details the following endorsements applicable to your policy.

Policy Documents

It is important that you check through your policy documentation. Please read all documents carefully, paying particular attention to the limits, endorsements and exclusions. **If any information is incorrect, please contact us immediately.**



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Payment Options

Our standard payment terms are payment on or before your policy inception or renewal date. This ensures we receive your funds in time to settle our Insurer accounts where there are strict requirements.

You can pay by the following options:-

- Cheque payable to Arthur J Gallagher Insurance Brokers Ltd - Please add your client reference number onto the back of the cheque.
- Direct Debit with Insurers (if available)
- Bank Transfer (BACS) – Please refer to your invoice for details on how to pay by this method

Next Steps

In order to renew the policy for Ledbury Town Council you must;

1. Check the attached documents and inform us if anything needs changing
2. Check the cover still meets the needs of Ledbury Town Council
3. Confirm that the policy for Ledbury Town Council should be renewed via communityrenewals@ajg.com or telephone us on 01483 462860 before 18th December 2022
4. Pay for your policy by the renewal date 18th December 2022

If you have any questions relating to your insurance arrangements, please do not hesitate to contact us. **We look forward to receiving your renewal confirmation by the renewal date.** Failure to provide your instructions could result in your policy and cover lapsing.

Should you need any assistance or wish to review our recommendation in anyway, please do contact the Community Team at Gallagher Insurance on 01483 462860 or via community@ajg.com.

Yours sincerely,

The Community Team

Tel: 01483 462860

Email: community@ajg.com

TALK TO US ABOUT:

- Motor
- Engineering
- Cyber
- Professional Indemnity
- Associated Charities
- Village Hall Policies
- Anglican Church Policies
- Risk Management Solutions
- Event Coverage
- Terrorism



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Enclosures	Action Required by You
Statement of Fact(s)	Information you have provided to us and on which your policy is based. Please review and advise us of any changes required.
Policy Schedule(s)	Please review and advise us immediately if there are any terms you are unable to comply with or do not understand.
Policy Summary(s) Notice to Policyholder/Summary of Changes	An overview of the proposed cover including limits. Please read in conjunction with your policy and advise us immediately if there are any terms you are unable to comply with or do not understand.
Our Invoice	Please note payment terms.
Important Information	Please read and retain.
Our Terms of Business	Please read and retain.

Important Information

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

1. Sums Insured and Under-Insurance (Average)

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

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

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

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

2. Duty of Fair Presentation

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

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

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

The following examples provided are in addition to the main wording above and are to be used where appropriate:

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

- Being declared bankrupt, participating in an Individual Voluntary Arrangement (IVA) or protected deed of trust in Scotland or making a compromise arrangement with creditors.
- Other policies in place covering the same risk.

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- Previous claims or incidents which may have led to a claim but for which you did not actually submit a claim.
- Any caution, charge or conviction of a criminal offence for you or any director/business partner/trustee
- Any motoring convictions or disqualification by any director/business partner/trustee or any driver of a company vehicle in respect of a motor insurance application
- The organisation, directors, partners or trustees having been prosecuted or received a prohibition or improvement notice for failure to comply with any Health and Safety, Welfare or Environmental Protection legislation
- Being declined cover by other insurers or having special terms imposed
- Changes to your business activities
- Changes to the Police response to alarm signals.

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

3. Policy Terms, Conditions and Exclusions

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

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

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

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

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

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

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



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4. Administration Fees

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

Activity	Annual premium under £4,500	Annual premium over £4,500	Annual premium over £20,000
New Business and Renewal administration fee	£50	£75	£0

5. Basis of our services

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

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

6. Short Form Privacy Notice

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

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

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

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



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If you are entering into this agreement in the course of your business, or as a charity, for charitable purposes and providing information on other individuals to us, for example your employees and/or any other party that would be covered under the insurance policy we may be placing or services we may provide to you, you shall ensure that individuals whose personal data you are providing to us have been provided with fair processing notices that are sufficient in scope and purpose, and that you have obtained all appropriate consents, where required, or are otherwise authorised, to transfer the personal data to us and enable us to use the personal data and process the personal data for the purposes of this agreement and as set forth in our Privacy Notice. You must not share personal data with us that is not necessary for us to offer, provide or administer our services to you.

7. Fraud Awareness

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

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

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

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

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

8. Employers Liability Insurance – What you need to know

Employers' Liability Insurance

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

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

9. Making a Claim

Step 1 Reporting a claim

- You will need to notify us as soon as possible after an incident, either by telephone on 01483 462860 or by email to communityclaims@ajg.com.
- Alternatively out of hours in an emergency, you may also contact your insurer direct. You will find your insurer's claims line number within your policy document, as well as highlighted within your renewal pack.
- Delay in notifying your insurer of an incident or a claim can potentially prejudice your/your insurer's position and can cause difficulty with acceptance of your claim, either in part or in full.



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- In the event of injury and/or damage to another party or their property, it is important that no admission of liability is made, as this may also prejudice your/your insurer's position. Any third party claim or correspondence should be immediately passed to your insurers, unanswered.
- Appropriate steps should be taken to minimise any further loss or damage, where possible. Please ensure to retain itemised invoices for any emergency works completed and take photos of the damage where possible
- When notifying a claim, it is important that you have the following key information available, which will help identify you and assist with data protection protocols, thereby reducing any potential delays in providing you with initial advice:
 - Policyholder's name
 - Policyholder's address and postcode
 - Policy number
- In order for us to give you the most accurate advice and guidance on the notification call, there are some key pieces of information that we will need to know:
 - What happened? When? Where?
 - What is the extent of the loss, damage, injury? Consider physical and financial/trading impacts.
 - What is the impact to you as the policyholder?
 - What is being done to help prevent further loss, damage or injury?
 - Who is the best person for insurers to liaise with, what is their relationship with the policyholder and what are their contact details?

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

- Your insurer will advise of next steps, allocate a claims reference number and also provide detail as to who will be your contact throughout the claim.
- Where the services of other parties may be required, insurers will provide details as to who this will be and the services that they will provide.
- Examples include – loss adjuster on large or complex claims, Solicitors/Investigators on Liability issues or claims, Engineers/Approved Repairers on Motor claims insurers should also discuss and agree with you the best method and frequency of updates/next contact.

Step 2 Claims Handling & Investigation

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

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Step 3 Conclusion/Resolution of Claim

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

Exceptions - Assistance and Complaints

- Escalations and complaints regarding services provided by the insurer should, in the first instance, be directed to the appropriate insurers as soon as the issue arises or is identified.
- Each insurer will have a formal escalation and complaint protocol in place, the details of which will be contained within your policy wording, which should give you suitable guidance.
- If however you encounter any difficulties identifying the appropriate process and/or insurer contact details, you can contact our Claims Team on 01483 462860 or email communityclaims@ajg.com, to assist you with ensuring that your issue or complaint reaches the appropriate insurer contact.

Examples of where we may be able to assist include:

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

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