

## Local Councils

### Statement of Fact

17/05/2023

**IMPORTANT** - This Statement of Fact provides a record of the information notified to us and facts assumed about you, your business and councillors and clerks. You must check all the information and material facts contained in the Statement of Fact and the Schedule and contact BHIB on 0330 013 0036 or by email to [affinities@bhbinsurance.co.uk](mailto:affinities@bhbinsurance.co.uk) immediately if any details are incorrect or incomplete.

You should keep this statement of fact for your records.

### Your Duty to make a Fair Presentation of Risk

You must make a fair presentation of risk. This means you must;

- disclose every material circumstance you know or ought to know or, failing that, provide enough information to enable Insurers to make further enquiries
- make disclosures in a reasonably clear and accessible manner
- ensure that representations as to a matter of fact are substantially correct
- ensure that representations as to a matter of belief are made in good faith

Material information is information that would influence an insurer in deciding whether a risk is acceptable and if so, the premium, terms and conditions to be applied. If you are in doubt whether a fact is material, you should disclose it, since failure to do so could invalidate your policy, reduce claims settlements or result in a claim not being paid.

Your duties before inception of cover	Your duties after inception of cover	Instructions regarding changes of cover
All material information must be disclosed to insurers to enable terms to be negotiated and cover arranged. This is not limited to answering specific questions that may be asked by us or by the insurer. If you become aware that material information that you have supplied prior to the placement of your insurance contract was incorrect you should tell us immediately.	Your duty to make a fair presentation of risk is re-imposed when there are changes or variations in cover and when the insurance contract is renewed or extended. In addition, changes that substantially increase the risk, or relate to compliance with a warranty or condition in the insurance contract must be notified at once.	Alterations to covers or increases in sums insured etc., will not be effective until insurers have accepted the change and you should not assume that they have done so until you have received confirmation to that effect from BHIB. To avoid delay, we therefore suggest that for urgent instructions, you contact us by telephone.

**Please contact BHIB immediately if you are in any doubt as to whether or not information might be material or if you have any concerns that we might not be aware of all material information.**

### Claims Experience

All claims, incidents or losses during the past three years in respect of any of the risks to be insured must have been reported to the previous scheme underwriters, Allianz Insurance Plc and Aviva Insurance Ltd.

### Declaration

To the best of your knowledge no Councillor or Clerk has;

- been subject to any County Court Judgements
- had any insurer decline, cancel or refuse to renew insurance
- been convicted/charged/cautioned in respect of any criminal offence
- ever been prosecuted for failure to comply with any Health and Safety or Welfare or Environmental Protection legislation
- been declared bankrupt or disqualified from being a company director or involved in any company that went into receivership, liquidation or administration

### Your Property

All property insured including outbuildings will be maintained in a good state of repair.

Where Subsidence is covered all properties are free from any sign of damage caused by subsidence, ground heave or landslip, and have no history of such damage.

You do and will continue to maintain machinery and equipment in a good state of repair.

#### Fidelity Guarantee

You do and will continue to;

- delete employees' password access or make it invalid immediately when any employee leaves your employment
- make BHIB aware of any additional wording included in your last external audit report

#### Health and Safety

You comply with all appropriate Health and Safety legislation, and follow the guidelines and advice of the Health & Safety Executive.

Client Details

<b>Council Name</b>	Instow Parish Council
<b>Address Line 1</b>	Rock Cottage , Lower village
<b>Address Line 2</b>	Westleigh
<b>Town</b>	Bideford
<b>County</b>	Devon
<b>Postcode</b>	EX39 4NL
<b>Please state to which Rural Community Council (England) or County Voluntary Council (Wales) you are affiliated or in which County area your Hall is situated</b>	Devon
<b>Population Size</b>	Up to 1,000
<b>If you do not have an PAYE Reference, please confirm that you are exempt from holding one</b>	I am Exempt
<b>Contact Title</b>	Ms
<b>Contact Forename</b>	Emily
<b>Contact Surname</b>	Edwards
<b>Contact Telephone</b>	07442 694614
<b>Contact Email Address</b>	instowparishclerk@gmail.com
<i>Verified e-mail address for all communications. Please let the BHIB Affinities team know immediately if this address needs to be changed.</i>	
<b>Additional Email Address</b>	
<b>This is...</b>	an Aon Transfer
<b>Previous AON Policy Number</b>	4050202

Mandatory Covers

<b>Public Liability Limit of Indemnity</b>	£10,000,000
<b>Employers Liability Limit of Indemnity</b>	10000000
<b>Officials Indemnity Limit</b>	500000
<b>Libel and Slander Limit</b>	250000
<b>Legal Expenses Limit</b>	250000
<b>Money - Cash in Transit, on Premises in Business Hours, in Bank Night Safe</b>	£2,500
<b>Money - Cash in Safe</b>	2,500.00
<b>Fidelity Guarantee Limit</b>	£250,000

Additional Covers

<b>Do you require Additional Covers, as set out below?</b>	Yes
<b>Do you wish to increase the standard limit for any of the above options</b>	Yes
<b>Please enter Contents Limit required</b>	0
<b>Please enter Street Furniture Limit required</b>	45,322
<b>Please enter Gates &amp; Fences Limit required</b>	0
<b>Please enter Playground Equipment required</b>	0
<b>Please enter War Memorials required</b>	46,711
<b>Please enter Mowers &amp; Machinery required</b>	0
<b>Please enter Sports Equipment required</b>	0
<b>Total of Higher Values</b>	92,033

Optional Covers

**Do you require cover for Buildings** Yes

Buildings Cover ( 1 )	
<b>Address Line 1</b>	Toilet Block and Car Park at Marine Parade
<b>Address Line 2</b>	Instow
<b>Town</b>	Bideford
<b>County</b>	Devon
<b>Postcode</b>	EX39 4JW
<b>Please state the Sum Insured</b>	103,052
<b>Construction Type</b>	Standard Construction Buildings incl Listed Buildings & Pavilions
<b>Is Subsidence cover required</b>	No

**Do you require cover for CCTV Equipment** No

**Is cover for Sports Ground Surfaces and/or Concrete, Tarmac or Asphalt Surfaces required** No

**Is cover for Regalia required** No

**Is Business Interruption cover required?** Yes

**Do you wish to add cover for Loss of Revenue?** Yes

**Loss of Revenue Sum Insured** 20,000

**Additional Increased Cost of Working sum insured** 0

**Indemnity Period (months)** 12 Months

**Do you wish to add cover for Increased Cost of Working?** No

**Do you wish to add cover for Loss of Rent?** No

**Do you wish to add cover for Key Persons?** No

**Is cover for Personal Accident required** Yes

**Is cover for Terrorism required** Yes

**Value of all Assets owned by the client** Below or equal to £5,000,000

**Do you require No Claims Bonus Protection & Application of Excess Protection** No

**Do you require Data Breach Response cover?** No

**Do you wish to agree to a 3 year Long Term Undertaking (LTU) in return for a discount** Yes

**LTU Start date** 01/06/2021

**LTU End date** 31/05/2024

#### General Questions

**(i) No Insurer has declined my/our proposal, cancelled or refused to renew my/our policy, required an increased premium, special terms or conditions for any of the insurance proposed for** True

**(ii) Neither I/We, nor any other principal members of this organisation have been convicted of any criminal offence other than a motoring conviction** True

**(iii) I am/We are not aware of any existing circumstances which have resulted or could result in a dispute which may give rise to any payment under this insurance and I/We understand that no such circumstances can be accepted as a foundation of a claim under this insurance** True

**(iv) I/We declare that the proposer is registered in the United Kingdom, the Isle of Man or the Channel Islands** True

**To the best of my/our knowledge no partners, principals or directors have; been subject to any county court judgments, had any Insurer decline or refuse to renew Insurance or impose any special terms for acceptance, been convicted/charged/cautioned in respect of any criminal offence, been declared bankrupt or disqualified from being a company director or involved in any company that went into receivership or liquidation, been subject to a recovery action by Customs & Excise or the Inland Revenue.** True

**Business Description** Parish Council

**Has the client elected to pay by instalments?** No

**Has your organisation made, or had made against it, any claims in the last 3 years, whether insured or not?** Yes

**Have you had any Arson or Flood claims in the last 12 months?** No

**Have you had more than one Theft, Employers Liability or Public Liability claim in the last 12 months?** No

**Have any individual claims been settled for more than £5,000 in the last 3 years ?** No

## Important Information

### Data Protection – Aviva Privacy Notice

Aviva Insurance Limited is the main company responsible for your Personal Information (known as the controller).

We collect and use Personal Information about you in relation to our products and services. Personal Information means any information relating to you or another living individual who is identifiable by us. The type of Personal Information we collect and use will depend on our relationship with you and may include more general information (e.g. your name, date of birth, contact details) or more sensitive information (e.g. details of your health or criminal convictions).

Some of the Personal Information we use may be provided to us by a third party. This may include information already held about you within the Aviva group, information we obtain from publicly available records, third parties and from industry databases, including fraud prevention agencies and databases.

This notice explains the most important aspects of how we use your Personal Information, but you can get more information by viewing our full privacy policy at [aviva.co.uk/privacypolicy](https://aviva.co.uk/privacypolicy) or requesting a copy by writing to us at: The Data Protection Team, Aviva, PO Box 7684, Pitheavlis, Perth PH2 1JR. If you are providing Personal Information about another person you should show them this notice.

We use your Personal Information for a number of purposes including providing our products and services and for fraud prevention.

We also use profiling and other data analysis to understand our customers better, e.g. what kind of content or products would be of most interest, and to predict the likelihood of certain events arising, e.g. to assess insurance risk or the likelihood of fraud.

We may carry out automated decision making to decide on what terms we can provide products and services, deal with claims and carry out fraud checks. More information about this, including your right to request that certain automated decisions we make have human involvement, can be found in the "Automated Decision Making" section of our full privacy policy.

We may process information from a credit reference agency, including a quotation search where you are offered an Aviva credit payment facility. More information about this can be found in the "Credit Reference Agencies" section of our full privacy policy.

We may use Personal Information we hold about you across the Aviva group for marketing purposes, including sending marketing communications in accordance with your preferences. If you wish to amend your marketing preferences please contact us at: [contactus@aviva.com](mailto:contactus@aviva.com) or by writing to us at: Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester, LE7 1PD. More information about this can be found in the "Marketing" section of our full privacy policy.

Your Personal Information may be shared with other Aviva group companies and third parties (including our suppliers such as those who provide claims services and regulatory and law enforcement bodies). We may transfer your Personal Information to countries outside of the UK but will always ensure appropriate safeguards are in place when doing so.

You have certain data rights in relation to your Personal Information, including a right to access Personal Information, a right to correct inaccurate Personal Information and a right to erase or suspend our use of your Personal Information. These rights may also include a right to transfer your Personal Information to another organisation, a right to object to our use of your Personal Information, a right to withdraw consent and a right to complain to the data protection regulator. These rights may only apply in certain circumstances and are subject to certain exemptions. You can find out more about these rights in the "Data Rights" section of our full privacy policy or by contacting us at [dataprt@aviva.com](mailto:dataprt@aviva.com)

### Fraud prevention and detection

In order to prevent and detect fraud we may at any time:

- Share information about you with other organisations and public bodies including the Police;
- Undertake credit searches and additional fraud searches;
- Check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this.

We and other organisations may also search these agencies and databases to:

- Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
- Check your identity to prevent money laundering, unless you provide us with other satisfactory proof of identity;
- Check details of job applicants and employees.

### Claims History



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

We can supply on request further details of the databases we access or contribute to. If you require further details please contact us.

### **Fraud prevention and detection**

If for any reason you are unhappy with the product or service, please get in touch as soon as possible. For contract details and more information about the complaints procedure please refer to your policy documents. Where a complaint cannot be resolved to your satisfaction you may be able to ask the Financial Ombudsman Service (FOS) to carry out an independent review. Whilst firms are bound by their decision you are not. Contacting them will not affect your legal rights.

You can contact the FOS on 0800 023 4567. You can also visit their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) where you will find further information

### **Regulatory Status**

Risks situated within the UK are underwritten by Aviva Insurance Limited. Registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority and our firm's reference number is 202153.

Risks situated within the EEA are underwritten by Aviva Insurance Ireland Designated Activity Company. Registered Office: One Park Place, Hatch Street, Dublin 2, Ireland, D02 E651. Authorised and regulated by the Central Bank of Ireland. Our firm's reference number is No. C171485. Registered UK Branch Address: St Helen's, 1 Undershaft, London EC3P 3DQ. UK branch deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority (FCA reference No.827591) and limited regulation by the Prudential Regulation Authority.

Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website

You may check this information and obtain further information about how the Financial Conduct Authority protects you by visiting [www.fca.org.uk](http://www.fca.org.uk)

### **Fraud prevention and detection**

If for any reason you are unhappy with the product or service, please get in touch as soon as possible. For contract details and more information about the complaints procedure please refer to your policy documents. Where a complaint cannot be resolved to your satisfaction you may be able to ask the Financial Ombudsman Service (FOS) to carry out an independent review. Whilst firms are bound by their decision you are not. Contacting them will not affect your legal rights.

You can contact the FOS on 0800 023 4567. You can also visit their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) where you will find further information

### **Financial Services Compensation Scheme**

Depending on the circumstances of your claim you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if we cannot meet our obligations. See [fscs.org.uk](http://fscs.org.uk).

### **Choice of Law**

The appropriate law as set out below will apply unless you and the insurer agree otherwise:

- The law applying in that part of the UK, the Channel Islands or the Isle of Man in which you normally live or (if applicable) the first named policyholder normally lives, or
- In the case of a business, the law applying in that part of the UK, the Channel Islands or the Isle of Man where it has its principal place of business, or
- Should neither of the above be applicable, the law of England and Wales will apply.

### **Financial Services Compensation Scheme**

Should you need to make a claim under this policy, please contact us on 0800 015 1468.

In all cases, please quote your policy number.

### **Copy document availability**

**The Insured:** Instow Parish Council  
**Policy No:** 100723637BDN/LCO00280



If you would like to receive copies of your policy documents in paper, please contact your insurance adviser. Copies will be provided free of charge.

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