



Mrs Milly Southworth
Torpoint Town Council
1-3 Buller Road
Torpoint
Cornwall
PL11 2LD

Our Ref: 19579800
9th March 2021

Dear Milly,

CouncilGuard Scheme Renewal 2021

I am writing to you in connection with your above policy with Royal & Sun Alliance Insurance Plc which falls due for renewal on 1st April 2021. I am pleased to offer you the following terms for the period of cover from 1st April 2021 to 31st March 2022:

Premium £3,299.49 including Insurance Premium Tax (IPT) and fees from Royal & Sun Alliance Insurance Plc

Your Needs

From our knowledge of your circumstances and the information provided by you, it has been established that you have a requirement for the following cover.

It is our understanding your requirements were for us to arrange protection against:-

Physical loss or damage to the insured property from any of the perils stated at any of the insured premises.

Loss of income resulting from an unforeseen interruption to your business activities caused by an insured peril.

Losses of money and transferable or negotiable orders, whilst on the premises, in a safe overnight, in transit or bank night safe.

Legal liability to pay damages to any employee arising out of bodily injury, disease, illness or death received in the course of their employment.

Legal liability to third parties for accidental loss or damage to property, or death, disease, illness or injury as a result of the business activities.

Legal liability for third party bodily injury or property damage caused by products, goods or services sold or supplied.

Legal protection and assistance in the pursuit and defence of actions brought by or against you during the course of your business activities, including tax investigations and employment disputes.

All risks of physical loss or damage to the business equipment specified, whilst located away from the premises.

Defence against claims arising from the alleged wrongful acts of Employees and/or Council Members or directed to the Town Council arising during the period of insurance

Bodily injury following a sudden unexpected unforeseen and identifiable incident to Employees, Council Members and/or Volunteers within the operative time

Losses resulting from Fraudulent activity first discovered during the period of insurance

Insurance designed to provide cover in respect of the main insurable risks faced by the business including

- Loss or damage to the business assets

- Liabilities to others as a result of the business activities
- The effects of loss or claims to the business With terms which reflect the business's ability to absorb or transfer these risks.

Insurance with Insurers who are financially stable or strong

Based on the information provided in:

- the 'Fact Find' document completed by you
- Subsequent correspondence.

Please note the following applies:

(1) COVID-19 – 2 x endorsements have been added (refer to the schedule for the wordings) page 5 of schedule

(2) Low Claims Rebate wording – the current wording has been replaced with the new modified wording (refer to the schedule for the new wording) page 5 of schedule

(3) Money Section – the Audible Only Alarm Condition (Torpoint Library & Community Hub Premises only) & Minimum Standards of Security Clause (Torpoint Library & Community Hub & Town Hall Premises only) have been added (refer to the schedule for the wordings) page 17 & 18 of schedule.

Our Advice

We are providing advice to you in relation to the suitability of our recommendation to meet your needs.

The Capacity in which we act

In order to meet regulatory obligations we are required to provide details to ALL clients of the capacity in which we are acting during three key stages of the insurance cycle

In respect of this contract:-

- In sourcing a suitable policy for you – We are acting as agent of the insurer
- When placing cover – We will be acting as agent of the insurer
- In the event of a claim – We will be acting as your agent

Our Recommendation and Market Selection

Based on this information and on our knowledge of the market, we recommended renewal with your current Insurer Royal & Sun Alliance Insurance Plc as:

We are providing a Personal Recommendation in relation to the suitability of this product to meet your needs.

Insurer Selection

Following a review of your requirements and based upon our knowledge of insurance markets, we have not sought alternatives and have therefore only considered the existing insurer. We do constantly compare our exclusive products against the market to ensure the cover remains comparable and that the pricing remains competitive.

We believe that the terms presented provide a scope of cover and premium that:

- is appropriate to satisfy your insurance requirements and
- is consistent with placements we have arranged for other clients with similar requirements having taken into account the specific nature of your own risk profile.

The credit rating for Royal & Sun Alliance Insurance PLC from Standard and Poor's is 'A'

The cost of cover at the start of last year and what the cost would have been for the cover required at the end of the year, at last year's rates, are also shown for comparison.

| | Cover at Start of Last Year (GBP) | Renewal Quote (GBP) |
|-----------------------|--------------------------------------|------------------------|
| Premium | 2,852.05 | 2,923.64 |
| Insurance Premium Tax | 342.26 | 350.85 |
| Admin Fee | 25.00 | 25.00 |

Total (GBP)

3,219.31

3,299.49

The risk details on which our recommendation is based are shown on the enclosed renewal notice and policy summary we believe these meet all the requirements we have identified, unless otherwise stated. It is important that you review the risk details to ensure that your requirements are accurately reflected. The main terms and conditions of the covers are outlined in these documents but for full details please always refer to the actual policy document.

Please be aware that covers have been based on last year's details unless revised figures have been provided. If any of the information is inaccurate or you feel that the levels of cover need updating, please let us know immediately as a further review may then be required to establish the correct recommendation for your insurance needs.



Significant warranties, conditions, exclusions and subjectivities

We draw your attention to:

Endorsement:

Interested Party

Shire Leasing c/o Aquis Insurance Management, Integra House, Vaughan Court, Newport, NP10 8BD are interested in the insurance granted by this policy in respect of a Avaya SIP Telephone system.

Lease Agreement Number - 0469374

Cooking Area Protections

This clause applies to the Property Damage Insurance section of this Policy

It is a condition precedent to any liability of the Company for Damage that

1) all extract ductwork shall be inspected and cleaned by a competent contractor at least in accordance with the inspection and cleaning interval as specified in this clause below and a report issued to the Policyholder and kept available for inspection by the Company

2) all cooking equipment is to be operated and serviced in accordance with the manufacturers' instructions

3) all cooking equipment is not left unattended whilst the heat source is operating and the power/fuel supply shall be shut off outside working hours

4) all fat frying ranges shall be equipped with cooking thermostats arranged to prevent the temperature of the fat rising above 205°C or the manufacturers recommended temperature Such thermostats to be serviced at least once in every 12 month period

5) a minimum of One Class F fire extinguisher conforming to British Standard 7937 and a fire blanket conforming to BS EN 1869 to be located in each cooking area

6) any fixed fire extinguishing system fitted is operated and serviced in accordance with the manufacturers' instructions

7) all cooker hoods grease traps and filters are cleaned at least every 12 months

Flat Roof Condition

It is a condition precedent to insurer's liability of damage by storm or tempest that:

1. Any flat felted roof, or part thereof of the premises shall be inspected at least once every two years by a qualified builder or property surveyor and any defect identified by that inspection be repaired immediately.
2. Any guttering is checked for blockages or defects by a competent person at inception or renewal and at six-monthly intervals thereafter, any remedial action required to be implemented immediately.
3. A record of all inspections shall be made and retained by the Insured.

Alarm Condition - Audible Only

The Business Premises must be protected by an intruder alarm system installed and maintained by a company which is acceptable to the police and is recognised as an installer of intruder alarms by either the National Security Inspectorate (NSI) or the Security Systems and Alarms Inspection Board (SSAIB)

The system must provide protection to all parts of the Business Premises and must

- a) conform to Grade 2x in accordance with BSI Published Document PD6662 (or as otherwise agreed by the Company in writing)
- b) incorporate audible only signalling.

This Condition applies to the following Business Premises :- Torpoint Library & Community Hub, Fore Street, Torpoint, Cornwall, PL11 2AG

Minimum Standards of Security

This clause applies to the Property Insurance section of this Policy

(Applicable to any cover granted in respect of Damage by Theft)

It is a condition precedent to any liability of the Company for Damage that the Policyholder shall have implemented the following security measures with effect from <Effective date>

A) The Final Exit Door of the premises be fitted with a mortice deadlock which has 5 or more levers and/or conforms to British Standard 3621:1980 specification for thief resistant locks and matching boxed striking plate

B) All other external doors and all internal doors giving access to any part of the buildings not occupied by the Policyholder for the purpose of the Business be fitted with either

1) a mortice deadlock with matching boxed striking plate as specified in A) above

or

2) two key - operated security bolts for doors one fitted approximately 30cm from the top of the door and the other 30cm from the bottom

C) All ground floor and basement opening windows/skylights and other opening windows/skylights accessible from roofs decks balconies fire escapes canopies or down pipes be fitted with key-operated window locks

This requirement does not apply to window/skylights which are protected by solid steel bars grilles lockable gates expanded metal or weld-mesh provided agreement shall have been obtained from the Company and is stated on the Schedule

Any door or window officially designated a fire exit by the fire authority is excluded from these requirements.

This clause applies to the following Business Premises :-

Town Hall, 1-3 Buller Road, Torpoint, Cornwall, PL11 2LD
&

Torpoint Library & Community Hub, Fore Street, Torpoint, Cornwall, PL11 2AG

Bona Fide Sub-Contractors (firework displays, inflatable devices & passenger carrying amusement devices)

This endorsement applies to Liability Insurance Section 2
Public/Products Liability section

It is a condition precedent to any liability of the Company arising from firework displays and inflatable devices and passenger carrying amusement devices that bona fide sub-contractors have Public Liability insurance in respect of their legal liability at law for injury or loss or damage to property arising in connection with the Business and that

A) the Limit of Indemnity of the Public Liability insurance is not less than £10,000,000 in respect of any one claim or number of claims arising out of any one Event.

B) such insurance have been extended to indemnify the Policyholder as principal against all liability for such injury or loss of or damage to property

Stability Agreement

Policyholder : Torpoint Town Council

Policy No. : RTT284462/00070

Company : RSA

Period of Agreement : From 01/04/2019 to 31/03/2022

Initial Period : From 01/04/2019 to 31/03/2020

Second Period : From 01/04/2020 to 31/03/2021

Third Period : From 01/04/2021 to 31/03/2022

For the Period of Agreement shown above and subject to the

Adjustment Provisions specified herein the Policyholder agrees to maintain the policy in force and the Company agree to calculate the premium on the sums insured applicable for the Initial Period and the following rates thereafter

Second Period : at the rates applicable for the Initial Period

Third Period : at the rates applicable for the Second Period

Providos

Provided that

1. the Company may also vary the terms of the policy in accordance with the Special Provisions defined herein
2. any imposition of or increase in any levy or tax on premiums or contribution to governmental or non-governmental insurance schemes or pools will be borne by the Insured
3. all other terms definitions provisions extensions exclusions and conditions of the policy will continue to apply

Definitions

1. Loss Ratio shall mean the percentage which the total of paid claims outstanding reserves (as established by the Insurers) and related loss adjustment expenses incurred during the Initial Period or the Second Period bears to the Earned Premium for the same Initial or Second period
2. Prior Years Loss Ratio shall mean the percentage which the total of paid claims outstanding reserves (as established by or declared to the Insurers) and related loss adjustment expenses incurred during the three years prior to commencement of the agreement bears to the Prior Years Earned Premium
3. Earned Premium means the total of the premiums paid or payable for the period including adjustments but excluding commission or any taxes or levies on premiums or contributions to governmental or non-governmental insurance schemes or pools
4. Prior Years Earned Premium means three times the total of the premium paid or payable to the Company for the Initial Period of the Agreement or three times the total of the Earned Premium for the first twelve months of the Agreement whichever is the less including adjustments but excluding commission or any taxes or levies on premiums or contributions to governmental or non-governmental insurance schemes or pools

Adjustment Provision

- 1 If at the expiry of the Initial Period
 - a) the Loss Ratio exceeds 40% for the Initial Period or
 - b) the Prior Years Loss Ratio exceeds 30%the Company reserve the right to terminate the Agreement or re-negotiate the premium or rates for application to the Second Period