



INSURANCE POLICY DOCUMENTS

Our Reference: BS	73606
Policy Number:	VH 88/0047440/BS73606

Neuadd Bentre Dyffryn A Talybont
Mr Nigel Bennett
64 Llwyn Ynn
TALYBONT
Gwynedd
LL43 2AL

02 March 2020

Insured:	Neuadd Bentre Dyffryn A Talybont
Product:	VILLAGEGUARD (VILLAGE HALL INSURANCE)

Dear Mr Bennett,

Thank you for placing your insurance with Allied Westminster. We have pleasure in enclosing herewith your insurance policy documents, together with the schedule of cover, and information supplied by you for the purpose of this insurance. Please read the enclosed to ensure that you have elected to take adequate cover.

We aim to deliver excellent service to our customers at all times, therefore it is important for us to know what we're doing well and where there is room for improvement. Please let us know if you are happy with the service we have provided and/or if there is any area you think we could improve. You can call, e-mail or write to us.

We confirm receipt & thank you for your completed Declaration form & cheque for the sum of £820.95 representing the annual premium due.

Please find enclosed your Employer's Liability Certificate.

In order for us to know who we are authorised to speak with about your insurance policy, we would greatly appreciate if you would provide us with details of any additional trustees and/or committee members who may need to contact us or who we can use as an alternative contact. We will then know who we can speak to regarding your policy in case of a claim or if any changes need to be made to your cover during the term of insurance. We would just need their names and a method of contact such as a telephone number, e-mail address or postal address.

When we have only one contact name and number and another person contacts us, we have to verify that they are a trustee/committee member before we can discuss the insurance with them to ensure we do not disclose information about your insurance to a third party. If we did not do this we would not be complying with the rules and regulations that are in place to protect customers. This regrettably can lead to delays when the named contact cannot be reached for any reason. We would like to avoid any such delays, especially should there be need to make a claim.

We will not use the details for any reason other than for contact regarding your existing insurance.

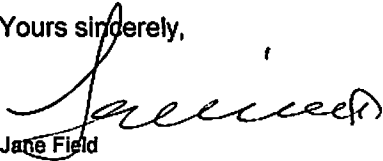
For premises built pre-2000, we appreciate that asbestos could have been used in the construction process and would advise for you to read the Health & Safety Executive's guidelines for managing asbestos in buildings:
<http://www.hse.gov.uk/pubns/indg223.pdf>

Please keep your documents in a safe location for future reference. If you have any queries, or require further information, please do not hesitate to contact us.

In the unfortunate event of you having to make a claim, then our personnel will be pleased to provide assistance, simply telephone or write to us.

Finally, once again, thank you for placing your insurance through Allied Westminster, and we hope to provide you with whatever insurance services you may require over the coming years.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Jane Field', written over a horizontal line.

Jane Field

Administration Assistant



Certificate of Employers' Liability Insurance ^(a)

(Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 1998, one or more copies of this certificate must be displayed at each place of business at which the Policyholder employs persons covered by the Policy)

Master Policy Number : 24166446CHC
Policy Number : VH 88/0047440/BS73606

Name of Policyholder : Neuadd Bentre Dyffryn A Talybont

Date of Commencement of Insurance : 15 March 2020

Date of Expiry of Insurance : 14 March 2021

We hereby certify that subject to paragraph 2:

1. the policy to which this certificate relates satisfies the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the Island of Jersey, the Island of Guernsey and the Island of Alderney, or to offshore installations in territorial waters around Great Britain and its Continental Shelf (b)
 2. the minimum amount of cover provided by this Policy is no less than £5 million (c)
-

Signed on behalf of
Aviva Insurance Limited
(Authorised Insurers)

Authorised Signatory
Andy Briggs
Chief Executive Officer, UK Insurance

Notes

- (a) Where the employer is a company to which regulation 3(2) of the Regulations applies, the certificate shall state in a prominent place, either that the policy covers the holding company and all its subsidiaries, or that the policy covers the holding company and all its subsidiaries except any specifically excluded by name, or that the policy covers the holding company and only the named subsidiaries.
- (b) Specify applicable law as provided for in regulation 4(6) of the Regulations.
- (c) See regulation 3(1) of the Regulations and delete whichever of paragraphs 2(a) or 2(b) does not apply. Where 2(b) is applicable, specify the amount of cover provided by the relevant policy.

It is recommended that you retain a copy of each Employers' Liability certificate issued to you

Aviva Insurance Limited. Registered in Scotland No 2116. Registered Office: Pitheavlis, Perth, Scotland PH2 0NH
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority
and the Prudential Regulation Authority.

**THIS SCHEDULE FORMS PART OF YOUR
VILLAGE HALL INSURANCE POLICY**

web: www.villageguard.com
email: insurance@alliedwestminster.com

If the information in The Schedule is incorrect or incomplete or if the insurance does not meet Your requirements, please tell Us as soon as possible. You are reminded of the need to tell Us immediately of any facts or changes which We would take into account in Our assessment or acceptance of this insurance as failure to disclose all relevant facts may invalidate Your policy, or may result in the policy not operating fully.

Policy Number: **VH 88/0047440/BS73606** MASTER POLICY NUMBER: 24166446CHC

Insurer: **Aviva, except for Legal Expenses (if selected), covered by DAS**

Insured Name: **Neuadd Bentree Dyffryn A Talybont**

Hall Name **Dyffryn Ardudwy & Talybont Village Hall**

Effective Date: **15/03/2020** Expiry Date: **14/03/2021**

Business Description:

Risk Address: **Dyffryn Ardudwy & Talybont Village Hall
DYFFRYN ARDUDWY
Gwynedd
LL44 2BE**

Village Hall

PREMIUM DETAILS

Premium Net: **£715.13**

Insurance Premium Tax: **£85.82**

Administration Fee: **£20.00**

Total Payable:

£820.95

COVER DETAILS (*Indicates Cover supplied as standard with this policy)

Cover	Limit of Cover	
Buildings Sum Insured	£750,000	Excess: £250
Oil Tanks and Contents	£2,500	Excess: £250
Buildings All Risks	Yes	Excess: £250
Subsidence	Yes	Excess: £1000
Underground Services	Yes	Excess: £250
*Greens and Playing Surfaces	£2000	Excess: £250
Playground Equipment (Including Liability)	Not Insured	
Contents Sum Insured:	£20,000	Excess: £250
(Furniture, Fixtures and Fittings and All Other Contents, including up to £2,000 Computer and Electronic Equipment and up to £5,000 for Property at fundraising and catering events, if applicable)		
Contents All Risks	Yes	Excess: £250
*Defibrillator Cover (In addition to Contents Sum Insured)	£5,000	No Excess
*Freezer Contents	£500	Excess: £250
*Stock of Wines/ Spirits	£1,000	Excess: £100
Computer and Electronic Equipment if over £2,000	£3000	Excess: £250
Marquee (1)	Not Insured	
Marquee (2)	Not Insured	

Specified Items: (Cover is in Addition to your Contents Sum Insured and the Contents Section Excess Applies)	Value
Snooker Table	£5,000
Items Specified that do NOT belong to the Village Hall (Cover is in Addition to your Contents Sum Insured and the Contents Section Excess Applies)	Value
All Risks Items: Items covered away from the Village Hall (Cover is in Addition to your Contents Sum Insured and the Contents Section Excess Applies)	Value

Cover	Limit of Cover
Trustee Indemnity:	£100,000 Excess: £250
Annual Income: £25,000.00	Final Day of Accounts: 06 Apr Period of Accounts: 12 Months
The trust deed, constitution or, charity charter allows you to have Trustees Indemnity Insurance	
Your accounts have not been examined by a suitably qualified independent person	
You are not aware of circumstances or incidents where there is a reason for future claims	

Money and Assault:	£1,000.00	Excess: £100 Assault limit £25,000
Loss of Revenue	Not Insured	
...Indemnity Period (Months)	N/A	
Public Liability	£10,000,000	
* ...including Libel and Slander	£100,000	
* ...including Hirers Liability	£2,000,000	
Employers Liability	£10,000,000	
FULL TIME PAID employees if 3 or more:	0	
Employee Dishonesty	Not Insured	
Personal Accident	None	
Legal Expenses	£100,000	Excess: £250
Loss of Rent	Not Insured	
...Indemnity Period (Months)	N/A	
Loss of Licence	Not Insured	
...Indemnity Period (Months)	N/A	
Terrorism Cover	No	

DISCOUNTS APPLICABLE

No claims Discount:	<u>No</u>
Loyalty Discount:	<u>No</u>
Long term contract:	<u>3 Year Long Term Agreement Selected - 5% Discount has been applied to your Net Premium (excluding Legal Expenses)</u>
Voluntary Excess:	Buildings: <u>Yes</u> Contents: <u>Yes</u>
CCTV Discount:	<u>No</u>
Alarm system discount:	<u>No</u>
Auto Stop Cock Discount:	<u>No</u>

A discount has been provided as you have confirmed that all electrical circuits at The Premises are tested at least every five years by a qualified electrician and any defects found rectified immediately. If, in relation to any claim in respect of Damage to the Property insured caused by or resulting from fire and/or explosion, You have failed to comply with this, You may lose Your right to indemnity, or payment for that Claim.

APPLICABLE ENDORSEMENTS

1. Long Term Undertaking
2. Public and Products Liability Section - Pollution and Contamination Restriction
3. Special Endorsement - Defibrillators
4. Public and Products Liability Section – Defibrillators
5. Public and Products Liability Section - Libel and Slander Extension

1. Long Term Undertaking

A Long Term Undertaking (as defined under Policy Condition 14 of Your Policy) applies to all Sections of the Policy for the period 15/03/2020 to 14/03/2023. Where You breach the terms of any Long Term Undertaking, You must repay all premium discounts which We have allowed under the terms of that agreement.

2. Public and Products Liability Section - Pollution and Contamination Restriction

We will not provide indemnity in respect of Pollution or Contamination caused by leakage from oil tanks at The Premises unless such oil tanks have a secondary containment system such as a bund or a drip tray capable of containing the full capacity of the oil tank or the oil tank is not filled by more than the secondary containment system can hold.

3. Special Endorsement - Defibrillators

We will indemnify You under Contents in respect of Damage to Defibrillators belonging to You or for which You are responsible. This also applies whilst they are temporarily removed from The Premises.

The maximum We will pay in respect of any one claim is £5,000. In addition, the Excess stated in The Schedule will not apply in respect of each and every claim.

4. Public and Products Liability Section – Defibrillators

We will not indemnify You in respect of the use of the Defibrillator belonging to You or for which You are responsible.

5. Public and Products Liability Section - Libel and Slander Extension

Definition

"Publication" shall mean any written material produced in the course of The Business.

(1) We will, in respect of any claim made against The Insured while this endorsement is in force or within twelve months of its cancellation provided the cause of the claim occurred while the endorsement was in force, indemnify The Insured in respect of

(a) Compensation

(b) Costs and Expenses

as a result of

(i) libels in any Publication.

(ii) slanders made in the course of The Business.

(iii) infringement of any trade mark, registered design, copyright or patent right arising from the contents of any Publication.

(iv) slander of title to goods.

(2) All claims arising out of one cause, whether or not all such claims are made against The Insured in the same Period of Insurance, will be treated as one claim.

(3) The maximum We will pay, inclusive of Costs and Expenses, in respect of

(a) any one claim

and

(b) the total of all claims in any one Period of

Insurance is £100,000.

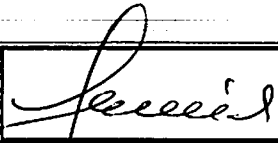
(4) We will not provide indemnity in respect of

(a) withdrawing, recalling or replacing any Publication.

(b) liability imposed on The Insured solely by reason of the terms of any contract conditions or agreement.

(c) actions brought in a court of law outside The Defined Territories.

(d) ten percent of each and every claim

Examined and Authenticated by Allied Westminster. This insurance is effective only if this Schedule is signed by an Authorised Signatory for Allied Westminster on behalf of Aviva.	Signature: 	Date:
		02/03/2020

Underwritten by, Aviva Insurance Limited Registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth PH2 0NH.

Authorised and Regulated by the Financial Conduct Authority.

Allied Westminster (Insurance Services) Ltd is authorised and regulated by the Financial Conduct Authority (FCA) registration number 308386.

Oil Tanks

It is a policy condition that you take all reasonable precautions to prevent loss or damage and fully comply with all legal requirements and latest Health & Safety regulations. We understand that it is a legal requirement from 2001 that oil tanks are bunded/have a secondary containment system to prevent/reduce pollution and or contamination, in the event of an escape of oil. We would therefore recommend that those halls that maybe concerned that they do not comply with present requirements perhaps check with their local authority or whatever body provides them with Health & Safety advice.

In the event of a claim, if you have not met current Health & Safety guidelines/legal requirements, which have led to the loss or damage occurring, this may result in the claim not being accepted in full or at all.

Oil leakage can lead to contamination/pollution of the surrounding area which can cost thousands of pounds to rectify (a recent claim came to £60,000). Your insurance covers you for damage to buildings and contents, soil does not come within the definition of either of those and the removal of contaminated soil can be the most expensive aspect e.g. the claim mentioned, cost approx £40,000 to remove the contaminated soil.

It is therefore in the hall's best interests to look into getting the oil tank bunded, whether or not this is a legal requirement, as this will hopefully prevent any loss of oil and the hall being left with a huge bill for cleanup, which may not be covered by their insurance.

Oil tanks being bunded is not something that insurance companies require, we are merely trying to bring what we believe is a legal requirement/sensible preventative measure to the attention of halls, rather than leave them open to the stressful and expensive alternative of an expensive cleanup operation, following a leakage.

We would also recommend that you make sure it is clear where the pipe from the tank to the hall is located and if possible, surround that with a metal casing to prevent accidental damage to the pipe, which could also lead to a leakage of oil.

Produced on: 02/03/2020

Statement of Fact

You have a duty to present to us a fair presentation of the risk, which you know or ought to know. This Statement of Fact is a record of information provided by you, and any assumptions made about you and/or your Organisation (see below for details).

We assume that you have conducted reasonable searches for all relevant information held within your Organisation (including that held by your Trustees/Officers and anyone who is responsible for your insurance). Information regarding the cover and sums insured that you have requested are included in the Policy Schedule and this Statement of Fact.

The information you have provided has been relied upon to calculate a premium and apply terms and conditions upon which insurance cover is offered.

WARNING – YOU MUST CHECK ALL THE INFORMATION IN THE SCHEDULE AND THIS STATEMENT OF FACT AND TELL US IMMEDIATELY IF ANY DETAILS ARE INCORRECT, INCOMPLETE OR HAVE BEEN OMITTED. FAILURE TO DO SO MAY MEAN THAT YOUR INSURANCE POLICY IS NOT VALID OR THAT ALL OR PART OF YOUR CLAIM(S) WILL NOT BE PAID.

If any changes in circumstances arise during the period of insurance, please provide us with full details. If you require a further copy of this Statement of Fact, please contact us.

Policy Number:

Insured:
Hall:

Information Supplied about the Village Hall:

Age Band of Property:
Construction Type:
Additional Details:
Flat Roof Percentage:
Listed Building:

Outbuildings:

Details of Previous Claims and Losses:

Do you fully comply with current Health and Safety regulations, and will continue to do so?

Are all electrical circuits at The Premises tested at least every five years by an approved contractor and any defects found rectified immediately?

Date of last electrical Inspection

Date next electrical Inspection due

Statement of Fact

Is the Organisation a Registered Charity?	YES
Have you (in respect of cover to be provided) been refused insurance or had special terms imposed?	NO
Have you or any Trustees or Officers of the Hall ever been convicted of or charged (but not tried yet) with any offence other than driving offences (Convictions regarded as spent by virtue of the Rehabilitation of Offenders Act 1974 do not need to be disclosed)?	NO
Is the Hall (including any outbuildings) currently undergoing renovation or construction work, or will be in the next 3 years?	NO
Has the Hall ever suffered from flooding or is it in an area with a history of flooding?	NO
Has the Hall (including any outbuildings) or any adjacent property ever suffered from, or does it show any visible signs of damage from subsidence, landslip or ground heave?	NO
Is the Hall (including any outbuildings) in a good state of repair, and will it be so maintained?	YES
Organised activities, events, and functions in and away from The Hall:	
Occasional events, barn dance, NewYears Eve party.	
Please see page 95 and 96 of the policy wording for details of the event exclusions.	
Is any part of the property including outbuildings let to a third party on a long term basis?	YES
Self Contained Café. Annual rent £4,200 per year.	
Are you responsible for any playing fields, playgrounds or sports grounds?	NO
The committee are not responsible for any playing fields.	
Do you own a ride on Lawnmower?	NO
Is the Lawnmower driven on public roads?	N/A
Method of Heating that is used at the Hall?	Oil fired boiler. Hot water radiators & fixed electric convector heaters.
Does the Hall have a lift, industrial boiler or wind turbine?	NO
Have you achieved a Hallmark/Keystone Level?	NO
An Employer Reference Number (ERN) is given to every business that registers with HM Revenue and Customs as an employer.	
Do you have an ERN?	NO
Employer Reference Number (ERN) ?	
Reason for ERN Exemption?	NO PAID EMPLOYEES OR PAYMENTS UNDER THRESHOLD
Date last rebuild cost assessment was carried out	

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 registration number 308386.



Allied Westminster

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Insurance Administration - Information you supply may be used for the purposes of insurance administration by Allied Westminster (Insurance Services) Ltd, the Insurer (Aviva), and by associated companies and agents. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the Insurer's compliance with any regulatory rules/codes. Your information may also be used for offering renewal, research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. In assessing any claims made, the insurer or its agents may undertake checks against publicly available information. Information may also be shared with other insurers either directly or via those acting for the insurer (such as loss adjusters or investigators). In the case of personal data, with limited exceptions, you have the right to access and if necessary rectify information held about you.

Marketing - Allied Westminster (Insurance Services) Ltd and associated companies may use your information to keep you informed by post, telephone, e-mail or other means about products and services which may be of interest to you. Your information may also be disclosed and used for these purposes after your policy has lapsed. If you do not wish your information to be used for these purposes please write to Allied Westminster (Insurance Services) Ltd, Mailing Exclusion Team, Allied House, Holgate Lane, Boston Spa, LS23 6BN.

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.

DECLARATION - I/we have read and checked the quotation details provided by my/our insurance intermediary specified above and agree its contents. I/we declare that the information provided is, to the best of my/our knowledge and belief correct and complete. I/we agree that any statements in the quotation details shall form the basis of the contract between the insurer and myself/ourselves and if the risk is accepted I/we undertake to pay the premium when called upon to do so. I/we understand that my/our information may also be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the insurers compliance with any regulatory rules/codes.

You must declare the full replacement cost of all goods and the full rebuild cost of the property insured, failure to do so may invalidate your policy or reduce claims settlements.

Name (Block Capitals): <u>M B Tibbells</u>	
Signed: <u>M B Tibbells</u>	Date: <u>20/02/2020</u>
Position Held*: <u>Treasurer</u>	
* The Managing Charity Trustee, Holding Trustee, Custodian Trustee, representative of the Management Committee or other legal representative in respect of the Village Hall	

PLEASE SIGN & RETURN WITH PAYMENT



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Head Office: Allied House, Holgate Lane, Boston Spa, West Yorkshire LS23 6BN. Registered Number: 1575709
For more information: 01937 843 243 or www.alliedwestminster.com

Treating Customers Fairly

Treating Customers Fairly (TCF) is a core principle of our company and the way we conduct our business. We are constantly striving to improve our service and develop new and innovative ways to communicate our services and new product information to you.

- ▲ Central to our Treating Customers Fairly ethos is our commitment to providing clear and concise information, free of “jargon”.
- ▲ You can be confident that you are dealing with a firm which holds the fair treatment of our customers as central to our corporate culture.
- ▲ Products and services marketed and sold by Allied Westminster are designed to meet the individual needs of our customers.
- ▲ Our customers are provided with clear information and are kept appropriately informed before, during and after the point of sale, in timely fashion.
- ▲ Where we offer advice to our customers, the advice is suitable and takes account of their individual circumstances.
- ▲ Customers are provided with products that perform as we have led you to expect, and that the associated service is of an acceptable standard, and is as you have been lead to expect.
- ▲ Customers will not face unreasonable post-sale barriers imposed to change products, switch providers, submit a claim or make a complaint.
- ▲ We will ensure that any complaints or grievances are handled in a sympathetic positive and professional manner.

Your Feedback

Your feedback is important to us. We want to know whether your experience of us lives up to your expectations.

If you have any feedback, good or bad, let us know because your views are vital to helping us improve our services to you in the future.



Allied Westminster
(Insurance Services) Ltd

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Address: Allied House
Holgate Lane
Boston Spa
LS23 6BN

E-mail: insurance@alliedwestminster.com
Web: <http://www.alliedwestminster.com>

HOW TO ENSURE YOUR INSURANCE CLAIMS ARE PAID IN FULL

We always stress the importance of careful consideration when we ask about the value of the sums insured.

AN EXAMPLE OF WHY THIS IS IMPORTANT

After making a claim, Trustees from a Village Hall found out they were almost 50% underinsured. They kindly asked us to relay their story in hope that others will give greater consideration to their sums insured. In their case the underinsurance was in respect of contents, and they will have to find over £13,000 to cover the shortfall as the insurer will not pay the claim in full.

Any insurance policy is a legal contract between insurer and insured. The insured must comply with the terms of the contract, otherwise the insurer will NOT pay a claim in full, may not pay at all, and trustees may even be personally liable for some or all the costs.

As an insurance broker, Allied Westminster is determined to ensure that none of our clients suffer from claims shortfalls. With decades of experience, we have compiled a 15-point priority list of the most important checks from an insurance point of view for Village Halls.

1. Have the buildings sum insured checked at least every five years by a qualified surveyor and keep the survey report. This is to ensure that the property is insured correctly. Underinsurance is the most costly problem, on the other hand over insurance is simply a waste of Your charity funds.
2. Have your contents inventory updated on a regular basis to ensure that your contents insurance cover is adequate. Keep all receipts, invoices and written records of gifts. Take photographs of the hall and contents.
3. Make sure that you insure ALL you are responsible for, (examples of missed items: outbuildings, storage containers, playground equipment, war memorials, car parks, walls, playing fields, marquees, items belonging to others kept in trust, high value items not specified).
4. Read and understand ALL your policy terms and conditions – pay particular attention to ALL Endorsements and/or warranties such as minimum security conditions, requirements for roof or playground equipment inspections etc. If You don't comply with them, the insurer will decline whole or part of the claim. Ensure that You understand ALL exclusions and policy conditions.
5. Have the electrics checked at least every five years and correct any faults immediately, and have all Your electrical appliances PAT tested regularly.
6. Have the property tested for asbestos, you have a duty to know if there is asbestos in the property. If you have asbestos, ensure that all trustees and tenants are aware of this fact. All contractors should be made aware of any asbestos before they carry out work on the property. Removal of asbestos must only be carried out by companies authorised to remove it. Your insurance does not cover removal of asbestos unless it is needed following damage due to an insured cause and is not otherwise excluded. Damage caused by contractors is not covered.
7. Carry out and record Risk Assessment at least annually.
8. Keep the property in a good state of repair and inform the insurer of any issues. Have the roofs checked at least every five years by a roofer and keep written records of the checks, especially if any part of the roof is flat. Have the gutters cleaned on an annual basis.
9. Always inform the insurer BEFORE any construction or demolition work takes place at the hall or if the hall is not used for more than 30 days.
10. Ensure that the outside lighting is adequate and working. Remember that You are responsible for the outside and most liability claims are result of trips and slips outside the hall due to poor lighting or lack of maintenance of paths, walkways, and steps.
11. Inform the insurer of any claims or possible claims immediately.
12. Check your Accident Book at least monthly and inform Your Insurer/broker of ALL accidents reported/known to You immediately.
13. Have written Hire Agreements with all hirers.
14. Never admit liability to any third party or try to deal with it Yourself before you inform Your Insurer.
15. Ensure that all trustees/committee members know who the insurer/broker is and who to contact in case of claim/emergency/important information.



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Registered Office: Allied House, Holgate Lane, Boston Spa, Wetherby, LS23 6BN. Registered Number 2375709
For our joint protection, telephone calls may be recorded or monitored

Ministry Of Justice Reforms & Liability Claims

In 2010 Lord Justice Jackson published his report entitled "Review of Civil Litigation Costs". This report has led to the Government introducing a number of significant changes – these are the most significant changes in Civil Justice since the Woolf Reforms in 1998/9.

New MOJ Reforms is governing Employers and Public Liability Claims valued below £25,000

A new protocol and IT Portal which manages Employers Liability (EL) and Public Liability Injury (PL) Claims under £25,000 went live in July 2013.

It should reduce the overall cost of insurance claims and ultimately drive down the cost of insurance premiums. A similar scheme has been in operation for Road Traffic Act claims for a few years and has had a positive effect.

The reforms will impact Your processes including:

- How you respond to a claimant's solicitor
- Preparation for a claims investigation

Responding to Claimant's Solicitors

- A claimant's solicitor will make reasonable attempts to locate the insurer of a potential defendant
- For EL matters solicitor's will search an industry database where most insurer records are held
- For PL insurance matters, the claimant's solicitor will find it more difficult to locate the insurer and may write to the defendant (You) direct advising that a claim is being pursued
- You will only have one working day to respond to the claimant's solicitors with details of Your EL/PL insurer if a claim is received. If You are unable to respond in time, higher legal costs will be incurred in the event that the claim is settled.

Our advice for YOU

- Ensure that ALL trustees and employees have details of Your insurers including policy number in case they are contacted by a claimant or their solicitor
- Respond to any formal request to acknowledge receipt of a claim and confirm who your insurers are immediately. Please contact your insurer or your broker for advice the same day.

Preparing for a claim investigation

The 90 calendar day (63 working days) investigation period allowed by the previous protocol was reduced to either 30 or 40 working days depending on whether the claim is against your Employers Liability or Public Liability policy.

We recommend that You always assist Insurance company Claims Investigator and help by:

- Gathering evidence
- Collecting witness statements
- Finding documentation
- Fixing investigation appointments

If the insurer can make a legal liability decision within the new time frames, they can significantly reduce the overall cost paid out on claims and help protect your claims record.

Main causes of claims and information how to help prevent them through good management

1. Insufficient Lighting – this is applicable especially during winter months. The whole area including car park, paths any entrance/exit to the building must be sufficiently lit. If anyone does fall and sustains injury in area which is dark the insured will be liable to pay the damages.
2. Wet slippery areas. As far as outside is concerned making sure that any debris and especially leaves during autumn time are cleared regularly. Inside no area should be left wet without clear warning sign, best not left wet at all.
3. Snow and ice – this is very difficult, especially when it comes to car parks, but any ice should be cleared
4. Slips and trips due to uneven surface – this is applicable both inside and outside – regular checks must be carried out and recorded. Inside any uneven floors must be repaired as soon as possible. Outside any uneven areas need to be clearly marked and visible if not possible to correct.
5. Electrical items – portable PAT tested and documented, fixed electrical system tested regularly (at least 5 years depending on type of building)
6. Any contents and equipment checked regularly and recorded, any defects repaired. Curtains, please ensure that they comply with fire safety rules and are not too long, to prevent any trips.
7. Building, outbuildings, any walls, fences, gates, hedges, need to be in good state of repair to prevent accidents due to any known defects. Ensure that there is no wire, especially barb or rusty wire in hedges.
8. Trees within the boundaries need to be checked and if unhealthy or damaged they must be pruned or removed. Best to seek professional opinion.
9. All hirers need to be made aware of your health and safety policy and reminded that should an accident happen they must inform you immediately
10. Ensure that ALL accidents are recorded in your accident book and ALL hirers are made aware of the requirement to record all accidents in the accident book
11. You must inform the insurer of any accidents as soon as you become aware regardless of your opinion or belief that there will be no claim made in the future and you are not at fault
12. If you receive request from third party solicitor to provide details of your Public Liability Insurance you must provide it the same day. They will require the name of insurer and the policy number – make sure you provide the MASTER policy number
13. Keep records of all your H&S checks for as long as possible, but at least 3 full years
14. Please remember that any claim made under Liability Section of your policy will affect your insurance policy, even if the claim is defended by insurer. This is due to the costs of defending a claim against you. Notifications only do not affect your insurance but help your insurer to gather all relevant information to defend your claim if possible and prepare the correct way of dealing with the claim should the claim occur in the future

Now in its second month with some beautiful entries already made. Nominate your hall today!

'Wonderful Villages' Photo Competition



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RULES available from our Facebook page:**

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