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# Select for Local Councils

## Parish Council Policy Schedule

The Policy, the Policy Schedule, Certificates of Insurance and Endorsements form one document and should be read together. This Schedule replaces any previous Schedule issued.

Policy Number: YLL-272027-8713  
Insured: Cherington Parish Council  
Business: Local Council

### Period of Insurance:

From: 1<sup>st</sup> June 2018  
To: 31<sup>st</sup> May 2019  
and any other period for which cover has been agreed.

Premium: £291.76

Premiums are inclusive of Insurance Premium Tax

Schedule Number: 02  
Preparation Date: April 2018  
Long Term Undertaking Expiry Date  
(not applicable to Part P Legal Expenses)

## Lines of cover applying

<b>Line of cover</b>	<b>Insured / Not insured</b>
PART A: Material Damage	Not Insured
PART B: Business Interruption	Insured
PART C: All Risks	Insured
PART D: Money and Personal Accident Assault	Insured
PART E: Public and Products Liability	Insured
PART F: Hirers' Liability	Insured
PART G: Employers' Liability	Insured
PART H: Libel and Slander	Insured
PART N: Fidelity Guarantee	Insured
PART O: Personal Accident	Insured
PART P: Legal Expenses	Insured
PART Q: Street Furniture (Impact Damage Only)	Not Insured

PART A – Material Damage

Premises Address	Buildings Sum Insured	Contents Sum Insured

Insured Perils applicable to Material Damage: 1-16

Excesses:

The following **excesses** apply to each and every loss arising in respect of each and every separate premises:

Theft, Accidental Damage	£100
Malicious Damage, Storm or Flood, Escape of Water, Falling Trees or Branches	£250
Subsidence	£1,000

Operative Endorsements: 1, 2, 3, 5, 6, 8, 9 (see Endorsements section of the Policy)

PART B – Business Interruption

Cover: Loss of Data – Reconstitution of computer records

Sum Insured: £500

Indemnity Period: 12 Months

Insured Perils applicable to Business Interruption: 1-16

Section 2 – The Cover - 2.5 is held to be removed and restated as follows:

2.5 Notifiable Diseases, Vermin and Murder or Suicide

The insurance by this Part is extended to include loss resulting from interruption of or interference with the **business** carried on by **you** at the **premises** in consequence of:

- (a) (i) any occurrence of a Notifiable Disease (as defined below) at the **premises** or attributable to food or drink supplied from the **premises**
- (ii) any discovery of an organism at the **premises** likely to result in the occurrence of a Notifiable Disease
- (iii) any discovery of a Notifiable Disease within 25 miles radius of the **premises**

- (b) the discovery of vermin or pests at the **premises**
- (c) any accident causing defects in the drains or other sanitary arrangements at the **premises**

which causes restrictions on the use of the **premises** on the order or advice of the competent local authority

- (d) any occurrence of murder or suicide at the **premises**.

### Special Provisions

- (a) 'Notifiable Disease' will mean illness sustained by any person resulting from:

- (i) food or drink poisoning
- (ii) one of the following specified human infectious or human contagious diseases:

Acute encephalitis	- Ophthalmia neonatorum
Acute poliomyelitis	- Paratyphoid fever
Anthrax	- Rabies
Bubonic Plague	- Relapsing fever
Cholera	- Rubella
Diphtheria	- Scarlet fever
Dysentery	- Smallpox
Legionellosis	- Tetanus
Legionnaires Disease	- Tuberculosis
Leprosy	- Typhoid fever
Leptospirosis	- Typhus fever
Malaria	- Viral hepatitis
Measles	- Viral haemorrhagic
Meningitis	- Whooping cough
Meningococcal Infection	- Yellow fever
Mumps	

an outbreak of which the competent local authority has stipulated shall be notified to them.

- (b) For the purposes of this Special Extension:
  - (i) 'Indemnity Period' will mean the period during which the results of the **business** are affected in consequence of the occurrence, discovery or accident beginning with the date from which the restrictions on the **premises** are applied (or in the case of (d) above, with the date of the occurrence) and ending not later than the Maximum Indemnity period thereafter

'Maximum Indemnity Period' will mean 3 months

- (ii) in the event that this Part includes an extension which deems loss, destruction or damage at other locations to be Damage at the **premises** such extension will not apply to this Special Extension.
- (c) **We** will not be liable under this Special Extension for:
- (i) loss arising from restrictions on the use of the **premises** in consequence of an emergency prohibition notice or emergency prohibition order being served against **you** or the manager of the **premises** in relation to a breach of the Food Safety Act 1990, General Food Regulations 2004 or Food Hygiene Regulations 2006 including any modifications or re-enactment thereto
  - (ii) any costs incurred in the cleaning, repair, replacement, recall or checking of **property**.
- (d) **You** will comply with all issues identified as contraventions arising from a Food Premises Inspection Report within the timescales stated in such report.
- (e) **You** will notify **us** immediately of any prohibition notice, emergency prohibition notice or emergency prohibition order served against them or the manager of the **premises** in relation to a breach of the Food Safety Act 1990, General Food Regulations 2004 or Food Hygiene Regulations 2006 including any modifications or re-enactment thereto.
- (f) **You** will only be liable for the loss arising at those **premises** which are directly affected by the occurrence, discovery or accident and then only for an amount not exceeding £25,000 any One Event or the Sum Insured whichever is the lesser.

**PART C – All Risks**

Office Contents – restricted to clerk’s home only

**Sum Insured**

£2,500

**Additional Items:**

Stone Well Cover	£9135
Car Park Walls	£5373
Bench	£600
Notice Board	£500

Excess: £100 each and every loss

**Operative Endorsements:** 1, 2, 3, 5, 6, 8, 9 (See Endorsements section of the Policy)

## PART D – Money

### Limit any one loss

Loss of Non-Negotiable **money** in the situations specified in Items 2(a), 2(b), 2(c)(i) and 2(c)(ii) £250,000

### Loss of other **money**:

- (a) in transit in the custody of any or **employee** or in transit by registered post (limit £250), or in a Bank Night Safe £1,000
- (b) in the private residence of any **member** or **employee** £250
- (c) in the premises:-
  - (i) in the custody of or under the actual supervision of any **member** or **employee** £1,000
  - (ii) in locked safes or strongrooms £500
  - (iii) in locked receptacles other than safes or strongrooms £200

Excess: £50 each and every loss

Personal Accident Assault Limits: See Section 3(c)

## PART E – Public Liability

Limit of indemnity: £10,000,000

Excess: £100 each and every claim in respect of Section 2(d)(ii)

### Operative Endorsements:

#### 1 Environmental Clean Up Costs

The following Special Definitions are added to Section 1:

#### Clean Up Costs

- a) Testing for or monitoring of Pollution or Contamination
- b) the costs of Remediation required by any Enforcing Authority to a standard reasonably achievable by the methods available at the time that such Remediation commences.

#### Remediation

Remedying the effects of Pollution or Contamination including primary, complementary and compensatory actions as specified in the Environmental Damage (Prevention and Remediation) Regulations 2009.

## Enforcing Authority

Any government or statutory authority or body implementing or enforcing environmental protection legislation within the **territorial limits**.

## Cover

The **insurer** will indemnify the **insured** in respect of all sums including statutory debts that the **insured** is legally liable to pay in respect of Clean Up Costs arising from environmental damage caused by Pollution or Contamination where such liability arises under an environmental directive, statute or statutory instrument.

Provided always that:

- a) liability arises from Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance. All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the same time such incident takes place
- b) the **insurer's** liability under this Extension shall not exceed £1,000,000 for any one occurrence and in the aggregate in any one Period of Insurance and will be the maximum the **insurer** will pay inclusive all costs and expenses. This limit will form part of and not be in addition to the Limit of Indemnity stated in the Schedule
- c) immediate loss prevention or salvage action is taken and the appropriate authorities are notified

## Exclusions

The **insurer** shall be under no liability:

1. in respect of Clean Up Costs for **damage** to the **Insured's** land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the **insured's** care, custody or control
2. for **damage** connected with pre-existing contaminated property
3. for **damage** caused by a succession of several events where such individual event would not warrant immediate action
4. in respect of removal of any risk of an adverse effect on human health on the Insured's land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the **insured's** care, custody or control
5. in respect of costs in achieving an improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time Remediation commences

6. in respect of costs for prevention of imminent threat of environmental damage where such costs are incurred without there being Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident
7. for **damage** resulting from an alteration to subterranean stores of groundwater or to flow patterns
8. in respect of costs for the reinstatement or reintroduction of flora or fauna
9. for **damage** caused deliberately or intentionally by the **insured** or where they have knowingly deviated from environmental protection rulings or where the **insured** has knowingly omitted to inspect, maintain or perform necessary repairs to plant or machinery for which they are responsible
10. in respect of fines or penalties of any kind
11. for **damage** caused by the ownership or operation on behalf of the **insured** of any mining operations or storage, treatment or disposal of waste or waste products other than caused by composting, purification or pre-treatment of waste water
12. for **damage** which is covered by a more specific insurance policy
13. for **damage** caused by persons aware of the defectiveness or harmfulness of products they have placed on the market or works or other services they have performed
14. for **damage** caused by disease in animals belonging to or kept or sold by the **insured**.

2. Section 14 – Exclusion 2 b) is amended to read as:

exemplary or punitive damages awarded by any Court of Law outside the **territorial limits**

### 3. Officials Indemnity

For the purposes of this Section, the general definition of **employee** is held to include **member**

## PART F – Hirer's Liability

Limit of indemnity: £2,000,000

1. Section 3 – Exclusion 2 b) is amended to read as:

exemplary or punitive damages awarded by any Court of Law outside the **territorial limits**.

## PART G – Employers Liability

Limit of indemnity: £10,000,000

Excess: Nil

Operative Endorsements:



PART H – Libel and Slander

Limit of indemnity: £250,000

Excess: 10% of each and every claim or £1,000, whichever is the lower

PART N – Fidelity Guarantee

Persons Guaranteed: Any Clerk and Council Member

Sum Guaranteed: £25,000

Excess: £100 each and every claim

PART O – Personal Accident

Cover is limited to £500,000 any one person and £2,000,000 any one incident.

Persons Insured: Any Clerk and Council Member

Capital Sum £20,000

Weekly Sum £100

Cover Sections 2 and 3 – Accident and Assault Cover

PART P – Legal Expenses

The Claims Handling Agent is DAS Legal Expenses Insurance Company Limited.

Section:

3.

(a) Employment Disputes	Operative
(b) Employment Compensation Awards	Operative
(c) Service Occupancy	Operative

4. Legal Defence	Operative
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5. Property and Bodily Injury

(a) Personal Protection	Operative
(b) Bodily Injury	Operative

6. Tax Protection	Operative
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7. Contract Disputes

(a) Standard Contract Cover - Contract Minimum £1,000	Not Operative
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8. Statutory Licence Protection	Not Operative
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Limit of Indemnity: £100,000

Excess: Nil except £200 in respect of Aspect Enquiries

#### Operative Endorsements:

The following is also operative :

#### **EPL Extension**

Section 2 (d) shall read:

(d) in civil claims other than claims under Section 3 it is always more likely than not that an Insured Person will recover damages or obtain any other legal remedy which **we** have agreed or make a successful defence.

Provisos (iii) (1), (iii) (2) and (iv) to Section 3 (B) are deleted.

The following is also operative:

#### **Debt Recovery**

Insured Incident

The **insurer** will negotiate for the **insured's** legal rights including enforcement of judgment to recover money and interest due from the sale or provision of goods or of services, provided always that:

- a) the amount of the debt exceeds £250 (incl VAT)
- b) the claim under this Part is made within 90 days of the money becoming due and payable
- c) the **insurer** has the right to select the method of enforcement, or to forego enforcing judgment if the **insurer** is not satisfied that there are, or will be, sufficient assets available to satisfy judgment

#### PART Q – Street Furniture (Impact Damage Only)

Sum Insured: £0

Excess: £100 each and every loss

#### General notes:

##### 1. Fair presentation of the risk

You must make a fair presentation of the risk to us at inception, renewal and variation of your policy. This means that we must be told about all facts and circumstances which may be material to the risks covered by the policy and that you must not make a misrepresentation to us about any material facts. As part of your duty of fair presentation, you must ensure that the information detailed within the schedule is correct and complete. A material fact is one which would influence the acceptance or assessment of the risk. If you have any doubt about facts considered material, it is in your interests to disclose them to us.

Failure to make a fair presentation of the risk could result in the policy either being avoided, written on different terms or a higher premium being charged, depending on the circumstances surrounding the failure to present the risk fairly.

This policy is compliant with the principles of the Insurance Act 2015 law reforms. It also incorporates an 'opt out' which has the aim to promote good customer outcomes. We have opted-out of the 'proportionate reduction of claim remedy' available to insurers under the Insurance Act 2015. This means that in cases of non-disclosure or misrepresentation which are neither deliberate nor reckless, if we would have charged an additional premium had we known the relevant facts, we will charge that premium and pay any claims in full rather than reducing claims payments in proportion to the amount of premium that would have been charged.

We believe that our 'additional premium approach' should, in most situations, be more favourable to our customers when compared to the proportionate reduction of claim remedy. Our additional premium approach does not affect our right to apply the other remedies available under the Act for non-disclosure or misrepresentation.

## 2. Cancellation

All insurance policies run for a fixed period of time. The Insured can terminate an insurance contract verbally or in writing at any time. No refund will legally be due for any unused period of cover outside of the 'cooling off period' for consumer customers or following initiation for organisations and businesses. The Insurer may cancel the policy by giving 30 days' notice in writing. In such an event the insured will be entitled to a return of premium in respect of the unexpired portion of the period of insurance.

## 3. Long Term Undertaking

By committing to renew with us for a fixed period of years we will be able to offer you these additional annual discounts:

- 5% discount each year for a 3 year commitment
- 10% discount each year for a 5 year commitment

Discounts are given off annual premiums where you enter into a Long Term Agreement apart from Part P – Legal Expenses. Where we do not change any terms (including premium rates) then you must offer the business for renewal. The following would not be considered as changes in terms:

- (i) Premium changes because of alterations to policy estimates (sums insured, wages and salaries etc.)
- (ii) Inflationary increases
- (iii) Any market agreed restrictions in cover e.g. Terrorism
- (iv) The imposition by Government of any levy or tax.

Any changes to terms or conditions other than those stated above releases you from the agreement and the business need not be renewed. If however you accept the new terms then the agreement continues without interruption.

An offer by us during the currency of a Long Term Undertaking involving a lower premium or less onerous conditions does not constitute a valid reason for terminating the agreement.

Each Part of your policy is considered to be a separate contract for the application of the Long Term Undertaking. Likewise each part of a combined policy incorporating a Long Term Undertaking is treated as a separate contract, i.e. a break on a part of the policy does not affect Agreements on other parts.

The existence of a Long Term Undertaking clause in the policy is evidence of the contract and hence it is not necessary to have a signed form.

### **Zurich Municipal**

Zurich Municipal is a trading name of Zurich Insurance plc.

A public limited company incorporated in Ireland. Registration No. 13460.

Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland.

UK Branch registered in England and Wales Registration No. BR7985.

UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance plc is authorised by the Central Bank of Ireland and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our regulation by the Financial Conduct Authority are available from us on request. These details can be checked on the FCA's Financial Services Register via their website [www.fca.org.uk](http://www.fca.org.uk) or by contacting them on 0800 111 6768. Our FCA Firm Reference Number is 203093.

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