

Came & Company Local Council Policy Schedule



This schedule gives details of your premium, and identifies the sections of the policy document that you have chosen for your policy.

| | |
|------------------------------|--|
| Date of Issue | 21st April 2017 |
| Policy Number | 0190 |
| Period of Insurance | 1st June 2017 to 31st May 2018 |
| Insured | Forton Parish Council |
| Business | Parish Council |
| Address | Meredale House Meretown Newport Shropshire TF10 8BX |
| Renewal Premium | £257.55 |
| Insurance Premium Tax | £30.91 |
| Total | £288.46 |

The policy document

For a copy of the policy document, contact :

Came & Company Local Council
Insurance
Blenheim House
1-2 Bridge Street
Guildford
GU1 4RY

This schedule is an important part of your policy and should be read alongside your policy booklet. It shows the sections you have chosen to insure and any excesses that apply. You should tell your broker if you want to make changes.

Policy clauses

Councillor definition

The following is added to the General definitions

COUNCILLOR

means any person elected by the members of a parish town or community who serves on the parish, town or community council named as Insured in the schedule

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Unoccupied definition

The General definition of UNOCCUPIED is amended to read as follows

UNOCCUPIED

means vacant untenanted or not in use in excess of 45 consecutive days or 180 consecutive days in respect of sports pavilions and/or changing rooms

Section 1: Property damage

Not Insured

The items your insurance covers

The table below shows the items which are covered by the Property damage section of your policy, and the amounts for which they are insured.

| Item | Sum insured |
|---|-------------|
| Insured premises Meredale House Meretown Newport Shropshire TF10 8BX | |
| Tenant's improvements | £0.00 |
| Contents | £0.00 |
| Stock | £0.00 |
| Artwork | £0.00 |
| Groundsmen's equipment | |
| Sports equipment | |
| Groundsmen's equipment situate within the council district | £0.00 |
| Sports equipment situate within the council district | £0.00 |
| Fixed property in the open situate within the council district | |
| War memorials | £0.00 |
| Sports surfaces | £0.00 |
| Other surfaces | £0.00 |
| Trees (single article limit £250) | £0.00 |
| Street furniture | £0.00 |
| Outside equipment | £0.00 |
| Playground equipment | £0.00 |
| Gates & fences | £0.00 |

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Insurable events

Insurable events 1-15, 17,18 Yes
Insurable event 16 Subsidence Yes

Excesses applying to this section

All claims excluding those specified below £250
Glass £100
Personal belongings £100
Subsidence £1,000

'All risks' away from the premises

Applicable to CONTENTS items only

| Item | Sum Insured | Area covered | Excess |
|---|-------------|--------------|--------|
| Unspecified All risks including council regalia | £5,000 | UK | £250 |
| Include specified Items | £0 | UK | £250 |

Property damage clauses

Buildings definition – Solar panels

The following exclusion is added to the definition of BUILDINGS:

Excluding solar panels not fixed to the building

Contents definition – Personal belongings of Councillors

The following is added to the definition of CONTENTS

The PERSONAL BELONGINGS of COUNCILLORS whilst contained in the PREMISES for an amount not exceeding £2,500 per person

Personal money of COUNCILLORS whilst contained in the PREMISES for an amount not exceeding £100 per person

Sports pavilions and or changing rooms condition

The following condition is added

WE will not make any payment for DAMAGE to Sports pavilions changing rooms and other PREMISES not in active use due to seasonal closures unless YOU comply with the following

- (a) All electricity gas and water services are turned off at the mains and all water systems drained down except that YOU must preserve the services for any intruder alarm or fire alarm or automatic sprinkler system and ensure that these continue in full and effective operation at all times

If to preserve the automatic sprinkler system YOU are unable to turn off the water supply and drain down then YOU must set the heating so that a minimum temperature of 5 degrees Celsius is maintained



- (b) YOU must ensure that any fuel or storage tanks are drained down or emptied and their contents removed by YOUR usual supplier
- (c) YOU must keep the site clear of waste materials gas bottles and redundant contents
- (d) YOU must close and secure all points of access to the PREMISES and bring into operation all locks and other protections fitted to the PREMISES
- (e) A responsible person must inspect the PREMISES internally and externally at least once a week to ensure that parts (a) (b) (c) and (d) are being complied with and that there is no deterioration in the fabric of the building

An inspection log of all defects damage signs of vandalism or unauthorised access must be maintained and available for inspection at any time by US

All damage or defects must be rectified accordingly and all necessary repairs undertaken to make the PREMISES secure following any act of vandalism or unauthorised access

YOU must give US immediate advice of any illegal entry to or DAMAGE to the PREMISES whether YOU intend to make a claim or not

Insurable event 17 Theft or attempted theft

Insurable event 17 Theft or attempted theft is restated to read as follows

Theft or attempted theft excluding

- (a) DAMAGE arising where YOU or any member of YOUR household or any of YOUR employees are concerned as principal or accessory
- (b) DAMAGE to moveable property in the open except as specifically provided for in the Property in the open extension
- (c) DAMAGE to the BUILDINGS

Extension 8 Emergency services damage to the grounds

This extension is restated as follows

DAMAGE caused by the emergency services to any part of the insured BUILDINGS excluding Police raids

Extension 13 Damage to the buildings by theft

The limit in any one period of insurance as detailed in 13 (b) is hereby increased from £5,000 to £7,500

Extension 21 Clearing of drains

This extension is restated as follows

The reasonable costs incurred by YOU for clearing or repairing drains gutters or sewers as a direct result of DAMAGE to the BUILDINGS caused by an INSURED EVENT

Limit £50,000 any one claim

Trees

The cover provided for any Trees specified in this schedule is restricted to the replacement of Trees owned by YOU or for which YOU are responsible following DAMAGE by fire as detailed under Insurable event 1 and Insurable events 4 and 17

Section 2: Equipment breakdown

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Section applies.

Excess £250

Section 3: Business interruption

The items your insurance covers

The table below shows the amount covered by the Business interruption section of your policy.

| Item | Sum insured | Declaration linked basis | Maximum indemnity period |
|----------------------------|-------------|--------------------------|--------------------------|
| Revenue | £10,000 | No | 12 months |
| Rent Receivable | £0.00 | No | |
| Additional Cost of working | £10,000 | No | 12 months |

Insured events

The Insured events that apply under this section are those detailed under the Property damage section of your policy

The Act of terrorism event is only operative if selected under this section and an appropriate premium paid

Act of terrorism operative? No

Section 4: Liabilities

Cover 1: Employers' liability

Limit of indemnity £10,000,000

Cover 2: Public and products liability

| Cover | Limit of indemnity | Third party property damage excess |
|--------------------|--------------------|------------------------------------|
| Public liability | £10,000,000 | £250 |
| Products liability | £10,000,000 | £250 |

Liabilities clauses

Employee(s) definition – Councillors

The definition of EMPLOYEE(S) is extended to include any COUNCILLOR

Libel and slander extension

The following proviso is added to the Libel and slander extension

YOU shall bear the first 10% of each claim under this extension subject to a minimum contribution any one claim of £2,500

Officials indemnity extension

Extension 9 'Trustee and management liability' is re-named to read 'Officials indemnity'

Definition of Trustee for Officials indemnity extension

The definition of Trustee specific to the Officials indemnity extension is extended to include anyone who is at any time a councillor of the INSURED

Indemnity to Private Hirers

The following is added to the Public & products liability extensions

At YOUR request the indemnity provided by Cover 2 will extend to include liability incurred by any persons hiring YOUR PREMISES in connection with the organisation of a private social event on no more than three occasions per hirer during the period of insurance

The most WE will pay under this extension inclusive of all damages costs and expenses is

- (i) £2,000,000 any one EVENT
- (ii) £2,000,000 any one period of insurance for claims arising from PRODUCTS

WE will not provide any indemnity in respect of the following

- (a) Liability incurred in respect of accidents away from the hired premises
- (b) Liability arising out of food and drink supplied at the event where such goods have been supplied by a professional caterer
- (c) Liability arising out of the use of bouncy castles or other inflatables fly walls bungee equipment or any similar activity equipment
- (d) Liability arising from bonfires and fireworks
- (e) Liability arising out of any organised sports activities
- (f) Liability arising out of any other activity of a hazardous nature
- (g) Liability assumed by agreement unless liability would have attached without such agreement
- (h) Liability where indemnity is provided by any other insurance

Section 5: Officials indemnity

| Cover | Limit of Liability | Excess | Wrongful act date |
|---------------------|--------------------|--------|-------------------|
| Officials indemnity | £500,000 | £250 | N/A |

Officials indemnity clauses

Officials indemnity section

Section 5 'Trustee and management liability is re-named to read 'Officials indemnity'

Insured definition

The definition of Insured is restated as follows

INSURED

means the council charity or organisation first named or identified as the Insured in the schedule

Trustee definition

The definition of Trustee is restated as follows

TRUSTEE

means anyone who is at any time a COUNCILLOR trustee director shadow director officer or member of the management committee of the ORGANISATION or the RELATED BODY and who is not

- (a) a trust corporation or
- (b) the receiver administrator administrative receiver liquidator or external auditor of that ORGANISATION or RELATED BODY

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Section 6 : Legal expenses

| Insured events | Limits of indemnity |
|----------------|---------------------|
| Standard cover | £100,000 |

Standard cover includes

Employment disputes compensation awards & service occupancy
Legal defence
Property protection and bodily injury
Tax protection

Section 7: Money with assault extension

Cover A: Money

The table below shows the limit of our liability for any one occurrence.

| Types of money | Limit of liability |
|--|--------------------|
| Non-negotiable money | £250,000 |
| Other money | |
| On the premises during business hours | £1,000 |
| In transit | £1,000 |
| In any other circumstances | £500 |
| Dishonesty of employees (£2,000 per person) | £5,000 |
| Money in safes out of business hours | £1,000 |
| Money in an unspecified safe | |
| Money in the following Specified Safes (Subject to suitability of safe) | |
| n/a | n/a |

Cover B: Assault extension

Cover applies
Number of Units Insured 4

Money with assault clause

Section 7 - Money with assault extension

Cover B – Assault extension

Exclusions

Is restated as

WE shall not be liable for BODILY INJURY

- (1) arising from wilful exposure to needless peril (except in an attempt to save human life)
- (2) sustained by any person before that person attains the age of 16 years or after the expiry of the period of insurance in which that person attained the age of 90 years

Section 8: Fidelity

Aggregate Limit of indemnity £150,000

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Category: All EMPLOYEES

| Type | Commencement date | Specific limit of indemnity | Excess |
|---------------|-------------------|-----------------------------|--------|
| All EMPLOYEES | 1st June 2017 | £150,000 | £250 |

Fidelity clause

Employee(s) definition – Councillors

The definition of EMPLOYEE(S) is extended to include any COUNCILLOR

Section 9: Goods in transit

Not Insured

Section 10: Personal accident

Cover applies

| Insured persons or category of persons | Cover type | Benefits limit | Deferment period |
|--|------------|---|------------------|
| Councillors, trustees volunteers and employees aged 16-85 | B | Death £50,000 | |
| | B | Loss of limb(s) or loss of eye(s) £50,000 | |
| | B | Permanent total disablement £50,000 | |
| | B | Temporary total disablement £250 per week | 2 weeks |

| Insured persons or category of persons | Cover type | Benefits limit | Deferment period |
|--|------------|---|------------------|
| Councillors, trustees volunteers and employees aged 86-90 | B | Death £50,000 | |
| | B | Loss of limb(s) or loss of eye(s) £50,000 | |

Personal accident clause

Section 10 – Personal accident

Exclusion 2) is restated as

2) sustained by any person under the age of 16 years or to any person after the expiry of the period of insurance in which that person attained the age of 90 years

Section 10 – Personal accident

Extension 4 - Key person cover

If a KEY PERSON suffers ACCIDENTAL BODILY INJURY or contracts an ILLNESS which lasts for more than 14 days WE will pay YOU for the expense YOU incur in replacing YOUR KEY PERSON

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during the PERIOD OF INSURANCE and any subsequent PERIOD OF INSURANCE less any savings YOU are able to make in order to avoid or reduce a loss.

Definitions

Each time any of the following words or phrases appear in the above extension in capital letters they will take the specific meaning shown below and not as otherwise stated

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

KEY PERSON

Any of your clerks deputy clerks grounds-men or deputy grounds-men aged between 16 and 80 inclusive at the start of the PERIOD OF INSURANCE. WE consider them to be KEY PERSONS only while they are working on behalf of YOUR BUSINESS or commuting to or from YOUR BUSINESS

ACCIDENTAL BODILY INJURY

An identifiable bodily injury including illness solely and directly resulting from the injury to an INSURED PERSON which is caused by an accident occurring at an identifiable time and place during the PERIOD OF INSURANCE and which results in the KEY PERSON's death or DISABLEMENT

ILLNESS

An illness or disease contracted by a key person which first becomes apparent during the PERIOD OF INSURANCE and which results in the KEY PERSON'S DISABLEMENT

PERIOD OF INSURANCE

The time for which this policy is in force as shown in the schedule

DISABLEMENT

A condition which in the opinion of a qualified medical advisor approved by **us** entirely prevents the KEY PERSON from attending to their duties on YOUR behalf

Exclusions

WE will not make any payment under Extension 4 - Key person cover where the ACCIDENTAL BODILY INJURY to or ILLNESS of a KEY PERSON is directly or indirectly caused by or results from:

- (a) any emotional or psychiatric disorder or condition;
- (b) the KEY PERSON taking or using drugs or controlled substances (other than drugs legally and appropriately prescribed by a qualified medical practitioner and properly used by the KEY PERSON);
- (c) the KEY PERSON committing suicide or deliberately injuring themselves or putting themselves in unnecessary danger (unless trying to save a human life);
- (d) any criminal act by YOU or the KEY PERSON;
- (e) pregnancy or any condition connected with pregnancy or childbirth;
- (f) any physical defect infirmity or medical condition known to the KEY PERSON at the inception date of this policy unless the defect infirmity or condition has been without the need for any medical advice or medical treatment during the 24 month period preceding the inception date of his policy.

Limits

WE will pay the expense YOU incur up to £400 per week for a maximum of 26 weeks

If a KEY PERSON is suffering from temporary DISABLEMENT WE will pay only the period of that KEY PERSON's DISABLEMENT and WE will consider the KEY PERSON to have made a recovery when he or she is able to engage in and perform the major duties of his or her role in YOUR BUSINESS

Section 11: Loss of registration/licence

Not Insured

Section 12: Professional indemnity

Not Insured

Section 13: Terrorism

Not Insured

Section 1: Property damage Endorsement

Cover in respect of CONTENTS applies at all specified PREMISES occupied by YOU in connection with YOUR BUSINESS.

The sum insured is the maximum WE will pay in total for DAMAGE to YOUR CONTENTS