

Mrs Alison Kunaj
Neston Town Council
Town Hall
High Street
Neston
Cheshire
CH64 9TR

Local Council Policy Schedule

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

Policy Number YLL-122038-9793

Insured Neston Town Council

Business Parish / Town Council

Period of Insurance
From 22nd January 2018
To 21st January 2019
and any other period for which cover has been agreed.

Renewal Premium £ 1,232.65

Premiums are inclusive of Insurance Premium Tax and/or VAT as appropriate.

Long term agreement active until 22nd January 2020

Preparation Date 19th December 2017

Prepared by Mr Jonathan Meiseles

Policy Cover Declaration:

You, the Insured, are not aware of any known losses or events that could give rise to a claim, or circumstances that would be prejudicial to us, the Insurer, should the basis of cover on the below given insurance product (s) be changed.

Important information

Taking reasonable care

We require that you take reasonable care in managing your activities. Where appropriate this requires you to do the following:

- Keep written risk assessments for your key activities
- Keep written records of your staff and volunteer training. For example, manual handling training, or for use of tools and machinery
- Abide by any rules, guidelines or advice that is given to you by any relevant authority, such as a Local Authority, or the Health and Safety Executive

We want you to be confident about your insurance and understand what is required of you. Please contact us if you have any questions relating to the above.

Lines of Cover applying

PART C – All Risks

Table Headings

| | |
|--------------|---|
| Contents (a) | Furniture, fixtures, fittings and tenants improvements |
| Contents (b) | Other Contents and consumable stock not specified below including printed books and unused stationery |
| Contents (c) | Computer Equipment, other office equipment and sports equipment |
| Contents (d) | Televisions, audio-visual and photographic equipment (excluding videos), beer, wine, spirits, tools and gardening equipment |
| Contents (e) | Tobacco |
| Contents (f) | Camcorders, videos and gaming machines |
| Contents (g) | Civic Regalia |

| Item Description | Premises Address (if applicable) | Sum Insured | Excess |
|------------------|--|-------------|--------|
| Contents (a) | Town Hall, High Street, Neston, Cheshire, CH64 9TR | £21,115.00 | £100 |

Additional Items:

Where no premises address is shown, the item is not based at one location and cover is provided anywhere within the **territorial limits**.

| Item Description | Sum Insured | Excess |
|---|-------------|--------|
| 4 Hanging basket trees | £1,810.12 | £100 |
| 10 Benches | £4,431.68 | £100 |
| Civic Regalia | £6,241.80 | £100 |
| Office Equipment inc Laptops | £13,163.40 | £100 |
| 6 Notice Boards | £6,241.80 | £100 |
| Bicycle Pumps | £3,953.14 | £100 |
| 60 Market Stalls | £23,489.97 | £100 |
| 2 x Pop Up Stand | £1,133.00 | £100 |
| Staging Equipment | £9,730.97 | £100 |
| Fence at Allotment Site Marshlands Road | £1,586.46 | £100 |
| Gutters for Gazebos | £206.00 | £100 |
| Conference Sound System | £2,008.50 | £100 |
| Tablet and Accessories | £226.10 | £100 |

The excess stated applies to each and every loss.

Operative Endorsements: 1, 2, 3 & 7 (see pages 35 - 37)

PART D – Money

| | Limit any one loss |
|--|---------------------------|
| 1. Loss of Non-Negotiable money in the situations specified in items 2(a), 2(b), 2(c)(i) and 2(c)(ii): | £250,000 |
| 2. Loss of other money : | |
| (a) in transit in the custody of any member or employee or in transit by registered post (limit £250), or in a Bank Night Safe | £5,000 |
| (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 | £5,000 |
| (ii) in locked safes or strongrooms | £5,000 |
| (iii) in locked receptacles other than safes or strongrooms | £500 |

Excess: £50 each and every loss

Personal Accident Assault Limits: Stated in Section 3(c) (*see page 38*)

Operative Endorsements:

‘In respect of **Section 1 – Special Definitions**, the definition of Person Insured is extended to include any person between the ages of 16 and 90.’

PART E – Public Liability

Limit of Indemnity: £15,000,000

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

With effect from 01 July 2009 or the inception of the policy if later, 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 13 – Exclusion 2 b) is amended to read as:

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

5. **Officials Indemnity**

Section 3 – Financial Loss

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

PART F – Hirers' Liability

Limit of Indemnity: £2,000,000

Excess: £100 each and every claim for damage to the premises or contents caused other than by fire or explosion

Operative Endorsements

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

Operative Endorsements:

PART H – Libel and Slander

Sum Insured

£250,000

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

PART N – Fidelity Guarantee

| | |
|----------------------------|--------------------|
| Persons Guaranteed: | Sum Insured |
| All members and employees | £500,000 |

Excess: £100 each and every loss

PART O – Personal Accident

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

Persons Insured:

Employees

| | |
|-------------|---|
| Capital Sum | £150,000.00 |
| Weekly Sum | £0.00 |
| Cover | Sections 2 and 3 - Accident and Assault Cover |

Volunteers

| | |
|-------------|---|
| Capital Sum | £150,000.00 |
| Weekly Sum | £0.00 |
| Cover | Sections 2 and 3 - Accident and Assault Cover |

Directors/Councillors

| | |
|-------------|---|
| Capital Sum | £150,000.00 |
| Weekly Sum | £0.00 |
| Cover | Sections 2 and 3 - Accident and Assault Cover |

Operative Endorsement:

Special Condition 4 of Section 5 is inoperative provided always that the **insurer** will not make any payment of any benefit or in respect of any expense or loss arising from any Person Insured who has attained the age of 90 years unless such expense or loss arises during the period of insurance during which the Person Insured attains the age of 90

PART P – Legal Expenses

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

Section:

| | |
|---|---------------|
| 3. Employment Disputes and Compensation Awards | |
| (A) Employment Disputes | Operative |
| (B) Compensation Awards | Operative |
| 4. Legal Defence | Operative |
| 5. Property Protection and Bodily Injury | |
| (A) Property Protection | Operative |
| (B) Bodily Injury | Operative |
| 6. Tax Protection | Operative |
| 7. Contract Disputes | |
| (A) Standard Contract Cover - Contract Minimum £1,000 | Operative |
| 8. Statutory Licence Protection | Not Operative |
| Limit of Indemnity: | £100,000 |

The following is also operative: EPL Extension
Section 2 (c) shall read:

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

Provisos (i) (1), (i) (2) and (ii) to Section 3 (B) are deleted.

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.

Claims Contact Information

If you need advice on a claim, it is important that you speak to the appropriate specialist. Claims specialists are available to discuss your cover and advise you on how to make a claim. Their contact details are:

| Line of cover | Claims team | Claims contact details | |
|--|------------------|------------------------|--|
| Buildings, Contents including All Risk Items | Property Claims | Tel: | 01252 387 249 (out of hours Emergency: 0800 028 0336) |
| Business Interruption | | Email: | farnboroughpropertyclaims@uk.zurich.com |
| Money | | Address: | Zurich Property Claims, PO Box 3303, Interface Business Park, Swindon, SN4 8WF |
| Works In Progress | | | |
| Public Liability | Liability Claims | Tel: | 0800 917 7207 |
| Employers Liability | | Email: | farnboroughnewliabilityclaims@uk.zurich.com |
| Personal Assault under Money | | Address: | Zurich Municipal, Casualty Claims, Zurich House, PO Box 314, 2 Gladiator Way, Farnborough, GU14 6GB |
| Personal Accident | | | |
| Professional Negligence | | | |
| Hirers Liability | | | |
| Fidelity Guarantee | | | |
| Libel and Slander | | | |
| Plant Protection | | | |
| Engineering – Deterioration of Stock | | | |
| Business Travel | | | |
| Motor | | Motor Claims | Tel: |
| | | Email: | zmnewmotorclaims@uk.zurich.com |
| | | Address: | Zurich Municipal Motor Claims, PO Box 3322, Interface Business Park, Swindon, SN4 8XW |
| Legal Expenses | DAS Legal Claims | Tel: | 0117 934 2116 |

General claims procedure

This is a description of the general claims procedure you will need to follow:

1. Contact the relevant claims office, to notify the claim
2. If necessary, a claim form will be sent out to you for completion, or you will be asked to send details in writing
3. In the event of uncertainty, please call the relevant office for guidance.
4. Out of hours/Emergency Property losses - please contact 0800 028 0336

Track open claims on-line at: <http://www.zurich.co.uk/municipal/customerbenefits/register.htm>

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 or by contacting them on 0800 111 6768. Our FCA Firm Reference Number is 203093.

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