

Ms Jo Wilson
ST MINVER HIGHLANDS PARISH COUNCIL
106 Foxglove Crescent
St. Merryn
Padstow
Cornwall
PL28 8TQ

Select for Local Councils Policy Schedule

This insurance policy, which meets your demands and needs, has been based on the latest information obtained from you. 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-2720867333 |
| Insured | ST MINVER HIGHLANDS PARISH COUNCIL |
| Business | Parish / Town Council |
| Period of Insurance | |
| From | 01 st June 2022 |
| To | 31 st May 2023 |
| and any other period for which cover has been agreed. | |
| Renewal Premium | £ 301.80 |

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

| | |
|----------------------------------|-----------------------------|
| Schedule Number | 98153853 |
| Long term agreement active until | 01 st June 2024 |
| Preparation Date | 26 th April 2022 |
| Prepared by | Ms Geraldine Twaites |
| Policy Form Reference | MLAACE06 |

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.

This is important information, please read it carefully and check that the facts given about you are correct and that we have included all the covers that you require. We are unable to give you advice so it is your responsibility to check the cover is correct for your organisation.

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 |

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 |
|---|-------------|--------|
| Street Furniture - Bus Shelters x2, no waiting cones | £6,524.02 | £100 |
| Office equipment - laptop, scanner, filing cabinet and projector. | £997.04 | £100 |

The excess stated applies to each and every loss.

Operative Endorsements: 1, 2, 3 & 7 (please refer to the Endorsement section of the policy wording)

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 | £500 |
| (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) of the policy wording

Operative Endorsements:

1. 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: £12,000,000

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**.

Part G – Employers Liability

Limit of Indemnity: £10,000,000

Operative Endorsements:

None

Part H – Libel and Slander

Sum Insured £250,000

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

Operative Endorsements

None

Part N – Fidelity Guarantee

Persons Guaranteed: **Sum Guaranteed**
 All members and employees £250,000

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 | £20,000.00 |
| Weekly Sum | £100.00 |
| Cover | Sections 2 and 3 - Accident and Assault Cover |

Directors/Councillors

| | |
|-------------|---|
| Capital Sum | £20,000.00 |
| Weekly Sum | £100.00 |
| Cover | Sections 2 and 3 - Accident and Assault Cover |

Key Personnel

| | | |
|---------------|---|--|
| Key Personnel | Clerk | |
| Capital Sum | | £50,000.00 |
| Weekly Sum | | £500 for up to 10 weeks and £100 per week thereafter |
| Cover | Sections 2 and 3 - Accident and Assault Cover | |

Operative Endorsements:

1) 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

2) Key Personnel endorsement

It is agreed that Section 2 and Section 3 will be extended to a 24hr basis for Key Personnel.
 and

Section 4 - Exclusions is amended to read;

Section 4 - Exclusions

The **insurer** will not be liable to pay compensation in respect of death or disablement or provide indemnity for **damage** caused directly or indirectly by:

a) intoxication of, or the illegal use of drugs by any Person Insured, or through sexually transmitted disease

- b) deliberate exposure to unnecessary danger (except in an attempt to save human life)
- c) racing of any kind other than on foot
- d) air travel other than as a passenger in a licensed passenger carrying aircraft
- e) with effect from the 2004 renewal date the **insurer** will not be liable for any actual loss directly or indirectly arising out of, contributed to by, or resulting from actual, threatened, feared or perceived use of biological, chemical, radioactive or nuclear agent, material, device or weapon.
- f) motor cycling, winter sports other than skiing or snowboarding in the United Kingdom or on a dry ski slope or within a snow dome, skating or curling, aerial pursuits including but not limited to ballooning, bungee jumping, gliding, hang-gliding, micro lighting, parachuting, paragliding or parascending, jet skiing or white water rafting, mountaineering or rock climbing using guides or ropes, hiking, trekking or mountaineering above 3,000 metres, caving, and diving using external breathing apparatus

Part P – Legal Expenses

Section:

| | |
|--|---------------|
| 3. Employment Disputes and Compensation Awards | Operative |
| 4. Legal Defence | Operative |
| 5. Property Protection and Bodily Injury | Operative |
| 6. Tax Protection | Operative |
| 7. Contract Disputes | Not operative |
| 8. Statutory Licence Protection | Not operative |

Limit of Indemnity: £100,000

Operative Endorsements

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 by calling 0800 917 9531 or emailing Customers.team@uk.zurich.com. Zurich 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.

If you cancel your policy before the start date, you will be entitled to a full refund of premium. If you cancel within 14 days of the start date, you will be entitled to a full refund of premium, providing no claim has been made. After 14 days, if no claim has been made, we may offer a full or partial refund, depending on the time the policy was on risk and the circumstances at the time of the cancellation request. Please note, a cancellation charge of £50 may be applied.

3. Bonus and fee structure

Employees and businesses who work for ZIP UK are remunerated in various different ways for selling insurance contracts. Employees receive a basic salary and also receive a bonus based on a number of factors, including the achievement of sales and quality targets. Businesses which work for the insurer on an outsourced basis receive a fee and also additional payments based on a number of factors, including the achievement of sales and quality targets.

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:

| Type of Claim | Claims team | Claims contact details | |
|---|------------------|------------------------|---|
| Buildings, contents including "All Risks" Items | Property Claims | Tel: | 0800 028 0336 |
| Business interruption | | Email: | farnboroughpropertyclaims@uk.zurich.com |
| Money | | Address: | Zurich Municipal Property Claims, Zurich Financial Services, PO Box 3303, Interface Business Park, Swindon, SN4 8WF |
| Works in progress | | | |
| Public liability | Liability Claims | Tel: | 0800 876 6984 |
| Employers liability | | Email: | fnlc@uk.zurich.com (new claims) zmflc@uk.zurich.com (subsequent correspondence) |
| Personal assault under Money | | | |
| Personal accident | | Address: | Zurich Municipal Casualty Claims, Zurich House, 1 Gladiator Way, Farnborough, Hampshire, GU14 6GB (DX 140850, Farnborough 4) |
| Financial and administrative liability | | | |
| Professional negligence | | | |
| Hirers liability | | | |
| Fidelity guarantee | | | |
| Libel and slander | | | |
| Engineering insurance | | | |
| Engineering – Deterioration of stock | | | |
| Business travel | | | |
| Motor | | | |
| | | Email: | zmmotorclaimsoffice@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 (Switchboard) |

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
5. Track open claims on-line at: <https://www.zurich.co.uk/municipal/existing-customers>

DAS Head and Registered Office:

DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH
Registered in England and Wales | Company Number 103274 Website: www.das.co.uk
DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority
and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

DAS Law Limited Head and Registered Office:

DAS Law Limited | North Quay | Temple Back | Bristol | BS1 6FL
Registered in England and Wales | Company Number 5417859 Website: www.daslaw.co.uk
DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).

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