

# Came & Company Local Council Insurance Policy Schedule

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

<b>Date of Issue</b>	7th April 2020
<b>Policy Number</b>	SCO119736/2140175
<b>Period of Insurance</b>	1st June 2020 to 31st May 2021
<b>Insured</b>	Ashmansworth Parish Council
<b>Business</b>	Parish Council
<b>Address</b>	2 Arkwright Close Highclere Berkshire RG20 9PD
<b>Renewal Premium</b>	£250.00
<b>Insurance Premium Tax</b>	£30.00
<b>Total</b>	£280.00

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Please read this schedule alongside your Charity and Community Insurance policy document and the updates notice in this pack. You should tell your broker if you want to make any changes. They will be able to tell you whether the changes affect your renewal.

If you need a copy of the policy documents, please contact your broker or visit [www.ecclesiastical.com/me866](http://www.ecclesiastical.com/me866)

## **IMPORTANT NOTICE: Changes to your policy**

We have converted your Charity and Community Insurance policy to our most up-to-date version; the significant changes are summarised in a separate "How has your policy changed?" document. For a copy of this please contact your broker.

It is important you read this document carefully and check your policy schedule to confirm the sections that apply to you. If you have any questions, please get in touch with us.



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### **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

or visit

[www.ecclesiastical.com/me866](http://www.ecclesiastical.com/me866)

### **Changes to your policy**

To obtain a copy of this document, please contact your broker.

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## **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

### **Unoccupied definition**

The General definition of UNOCCUPIED is amended to read as follows

#### **UNOCCUPIED**

means vacant untenanted unfurnished empty or no longer in active use for a period exceeding 45 consecutive days or 180 consecutive days in respect of sports pavilions and/or changing rooms

## **Fixed Rate Agreement**

**Period of Agreement:** 1st June 2019 to 31st May 2022

**Applicable to the following numbered policy sections:** All sections

**Definitions applicable to this agreement**

**LOSS RATIO** means the sum of:

$$\frac{\text{INCURRED CLAIMS}}{\text{EARNED PREMIUM}} \times 100$$

**INCURRED CLAIMS** means the sum of

- all claims paid including payments on claims which occurred prior to the inception date of the agreement (including costs and expenses) and
- claims estimated by US including changes in estimates on claims which occurred prior to the inception date of the agreement in accordance with OUR standard reserving procedures

For all sections of this policy applicable to this agreement for the period from the inception of this agreement to the date WE calculate the LOSS RATIO prior to each renewal date

**EARNED PREMIUM** means the premium paid or payable for all sections of this policy applicable to this agreement including all premium adjustments but excluding:

- Insurance Premium Tax and any other taxes or levies and
- Any premiums in respect of Terrorism insurance

for the period from the inception of this agreement to the date WE calculate the Loss Ratio prior to each renewal date

## **The Agreement**

In consideration of YOU agreeing to maintain all applicable sections of this policy in force for the Period of the Agreement WE will offer renewal of the Policy at the rates of premium existing at the inception date of the agreement subject to the LOSS RATIO not being higher than the percentage stated below

**LOSS RATIO** 50%

If the LOSS RATIO is higher than the percentage stated above WE may amend the rates of premium and terms and if WE do YOU are under no obligation to renew the policy under this agreement.

Provided that

- a) YOU will notify US immediately of all known claims or incidents that may lead to a claim which occur during the Period of Agreement
- b) All values / sums insured upon which the premium is based will be reviewed by YOU prior to each renewal date and updated as appropriate, which may include but not be limited to the appropriate level of index linking
- c) WE may terminate this agreement or amend the premium rates, rates of tax and terms and conditions of this agreement where
  - i. There is a change in YOUR business activities which materially increases the risk
  - ii. There are acquisitions or disposals of property or businesses by YOU
  - iii. Changes in legislation or material legal precedents are established by any court of law
  - iv. Material changes in reinsurance protection are imposed upon US by reinsurers or the availability or cost of reinsurance to US changes
- d) YOU will pay all Insurance Premium Tax including any increases in tax as may be applied
- e) This agreement does not apply in respect of any Terrorism insurance provided by this policy
- f) YOU undertake to complete within the time limits specified any survey risk improvements or other risk management measures required by US

All other terms conditions and exceptions of the policy continue to apply.

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## 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
<b>Insured premises</b>	
Tenant's improvements	£0.00
Contents	£0.00
Stock	£0.00
Artwork	£0.00
<b>Groundsperson's equipment situate within the council district</b>	£0.00
<b>Sports equipment situate within the council district</b>	£0.00
<b>Fixed property in the open situate within the council district</b>	
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

### Subsidence

Extension applies

### Excesses applying to this section

All claims excluding those specified below £250

Glass £100

PERSONAL BELONGINGS £100

SUBSIDENCE (if insured) £1,000

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## '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

\*The cover and inner limits is more defined in the policy document

## Property damage clauses

### 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

### Contents definition – Floating Contents

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

### Sports pavilions and or changing rooms condition

In respect of sports pavilions changing rooms and other PREMISES not in active use due to seasonal closures it is a CONDITION PRECEDENT TO LIABILITY that

- (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 installations fire suppression systems and all other protective and security devices 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 7 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

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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

## **Trees**

The necessary and reasonable costs to restore trees specified in this schedule following DAMAGE to its appearance when first planted by any cause not otherwise excluded by this policy

Excluding

- (a) DAMAGE caused by STORM or FLOOD
- (b) any cost arising from the failure of seed to germinate or trees to become established

Limit

£2,500 any one claim and £5,000 any one period of insurance

## **Extension 28 – Defibrillators and cabinets**

The following Extension is added:

DAMAGE to defibrillators and associated cabinets for which YOU are responsible

Limit

£5,000 any one period of insurance

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## Section 2: Fine art and collections

Not insured

## Section 3: Equipment breakdown

Section applies.

Excess £250

## Section 4: 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

## Section 5: Goods in transit

Not Insured

## Section 6: 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
<b>Non-negotiable money</b>	£250,000
<b>Other money</b>	
On the premises during business hours	£1,000
In transit	£1,000
In any other circumstances	£500
<b>Misappropriation by authorised employees</b> (£2,000 per person)	£5,000
<b>Money in safes out of business hours</b>	£1,000
Money in an unspecified safe	
<b>Money in the following Specified Safes (Subject to suitability of safe)</b>	
n/a	£0

### Cover B: Assault extension

Cover applies  
Number of Units Insured 4

### Money with assault clause

Section 6 - 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



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## Section 7: Personal accident

Cover types

### Type B

Accidents arising out of and in the course of employment by the Insured

Insured persons or category of persons	Cover type		Benefits limit	Deferment period
Councillors, trustees volunteers and employees <b>aged 16-85</b>	B	Death	£50,000	
	B	Loss of limb(s) or loss of eye(s) or loss of hearing	£50,000	
	B	Permanent total disablement	£50,000	
	B	Temporary total disablement	£250 per week	2 weeks
	B	Temporary partial disablement	£40 per week	2 weeks

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

### Personal accident clause

Section 7 - 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

7 – Personal accident

Extension 6 - Key person cover

Definitions applicable to this endorsement

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

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

## KEY PERSON(s)

Any of your clerks deputy clerks grounds-men or deputy grounds-men aged between 16 and 90 inclusive at the start of the PERIOD OF INSURANCE

WE consider them to be KEY PERSON 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 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 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

## 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 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

## Exclusions

WE will not make any payment under Extension 6 - 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 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 8: Loss of registration/licence

Not Insured

## Section 9: 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	£N/A

### Liabilities clauses

#### Employee(s) definition – Councillors

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

## Section 10: Reputational risks

### Cover 1 Libel Slander

Limit of indemnity £250,000

### Cover 2 PR Crisis Communication

Cover A Claims related

Limit of indemnity £25,000

Excess £250

## Section 11: Hirers' liability

Limit of indemnity: £2,000,000

Estimated hiring charges:

Third party property damage excess: £250

## Section 12: Professional indemnity

Not insured

## Section 13: Officials indemnity

Cover	Limit of Liability	Excess	Wrongful act date
Officials indemnity – Cover 2	£500,000	£250	N/A

### Officials indemnity clauses

#### Officials indemnity section

Cover 2 of Section 13 is renamed 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

## Section 14: Cyber

Not insured

## Section 15: Legal expenses

Insured events	Limits of indemnity
ELP Standard cover	£250,000

### Standard cover includes

- Employment disputes compensation awards & service occupancy
- Legal defence
- Statutory licence appeal
- Contract disputes
- Debt recovery
- Property protection and bodily injury
- Tax protection

### Legal expenses clause

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## C5034 Amendment to cover - ELP Cover

The following changes are made to the Legal Expenses section

### Definitions

The definition of "Reasonable prospects" is deleted and replaced with the following

### REASONABLE PROSPECTS

means

(1) For civil cases the prospects that the INSURED PERSON will recover losses or damages or a reduction in tax or Pay Related Social Insurance Contribution liabilities (or obtain any other legal remedy which WE have agreed to including an enforcement or judgment) or make a successful defence must be at least 51%

DAS or a PREFERRED LAW FIRM on DAS' behalf will assess whether there are REASONABLE PROSPECTS

(2) For criminal cases there is no requirement for there to be prospects of a successful outcome

(3) For all civil and criminal appeals the prospects of a successful outcome must be at least 51%

### Cover

Insured event 1b) Employment financial compensation awards is deleted and replaced as follows:

(b) Employment financial compensation awards

Where DAS have accepted a claim under INSURED EVENT 1(a) WE will pay

(1) any basic and compensatory award

and/or

(2) an order for compensation or damages following a breach of the INSURED'S statutory duties under employment legislation

Provided that

(1) in cases relating to performance grievance or conduct of an employee the INSURED has sought and followed advice from OUR legal advice service throughout

(2) for compensation following YOUR breach of statutory duty under employment legislation YOU have at all times sought and followed advice from OUR legal advice service since the date when YOU should have known about the employment dispute

(3) for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy but not the redundancy payment itself YOU have sought and followed the advice given by DAS Claims Department prior to serving notice of redundancy

(4) the compensation award is awarded by a Workplace Relations Adjudicator Employment Appeals Tribunal or the Labour court under a judgement made after full argument and otherwise than by consent or default or is payable under settlement approved in writing in advance by DAS

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(5) the total of the compensation awards payable by US shall not exceed the aggregate limit as stated in the policy schedule in any one period of insurance

## Exclusions

- (i) Any compensation award relating to the following
  - (a) Trade union activities trade union membership or non-membership industrial or labour arbitration collective bargaining agreements trade union recognition or matters concerning European Work Councils
  - (b) Health & Safety related dismissals or any other claims brought under Section 27 of the Safety Health and Welfare Work Act 2005
  - (c) Pregnancy or maternity rights paternity parental or adoption rights
  - (d) Civil claims against or statutory rights in relation to trustees of occupational pension schemes
  - (e) Statutory rights in relation to Sunday shop and betting work
- (ii) Non-payment of money due under the relevant contract of employment or statutory provision relating thereto
- (iii) Any award ordered because the INSURED has failed to provide relevant records to employees under the National Minimum Wage
- (iv) Claims under the Organisation of Working Time Act where YOU have failed to maintain adequate working time records
- (v) Any employment financial compensation award relating to failure to comply with a current or previous recommendation made by the Workplace Relations Commission the Labour Court or a tribunal including non-compliance with a reinstatement or re-engagement order
- (vi) Any compensation award relating to personal injury brought as part of the same set of proceedings as a claim accepted under INSURED EVENT
  - 1(a) Employment practices legal protection

## Section 16: Fidelity

Aggregate Limit of indemnity £150,000

### Category: All EMPLOYEES

Type	Commencement date	Specific limit of indemnity	Excess
All EMPLOYEES	1st June 2020	£150,000	£250

### Fidelity clause

### Employee(s) definition – Councillors

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

**Section 17: Terrorism**

Not Insured