

Mrs Wendy Taylor Soulbury Parish Council 2 The Mead Soulbury Leighton Buzzard Bedfordshire LU7 0EG

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-2720841693	
Insured	Soulbury Parish Council	
Business	Parish / Town Council	
Period of Insurance		
From	01 st October 2023	
То	30 th September 2024	
and any other period for which cover l	•	
Adjustment Premium	£ 73.27	
Premiums are inclusive of Insurance Premium Tax and/or VAT as appropriate.		
Schedule Number	118642323	
Long Term Agreement:	Not Applicable	
Preparation Date	07 th August 2023	
Prepared by	Mr Alex Kirby	
Policy Form Reference	MLAACG08	

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.



Statement of Fact

If you provide services or activities to children, or adults who are in need of care and support and therefore may be unable to protect themselves against abuse or neglect:

- Your organisation has not had any third-party inspections with a grading of Inadequate, Requires Urgent Improvement, Weak or Unsatisfactory
- You have in place a written safeguarding policy and accompanying procedures that clearly set out the actions to take in response to child and vulnerable adult abuse
- You carry out safer recruitment and selection processes that include the seeking of appropriate criminal records checks, alongside a renewal and update process
- All employees and volunteers engaged in regulated activity and/or activity that brings them into contact with children or vulnerable adults receive safeguarding awareness training including refresher training
- You have one or more designated practitioners for safeguarding to support other practitioners in the organisation to recognise and respond to concerns about Abuse
- You retain employment records, safeguarding checks, safeguarding policies and procedures and safeguarding records for at least the prevailing regulatory best practice period.

If you provide services or activities to children, or adults who are in need of care and support and therefore may be unable to protect themselves against abuse or neglect, and you become non-compliant with any of the above statements, you must tell us, as it may affect your ability to claim under this policy.

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 A – Material Damage

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

Sums Insured

Premises Address	Buildings	Loss of	Contents	Contents	Contents	Contents	Contents	Contents	Contents
	Sum Insured	Rent	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1. Soulbury Village	£202,713.08	N/A	£4,059.90	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
Hall, Address, High									
Road, Soulbury,									
Leighton Buzzard,									
Bedfordshire, LU7									
OBX									

For Premises: 1 Insured Perils applicable to Material Damage : 1-13, 15 & 16

Excesses Applicable to Premises 1

The following Excesses apply to each and every loss arising in respect of each and every separate premises:		
Accidental Damage	£250	
Theft	£250	
Riot civil commotion and Malicious Persons	£250	
Storm or Flood	£250	
Escape of Water	£250	
Falling Trees or Branches	£250	

Variable contents excess active:

Premises	Contents	Excess
Premises 1: High Road, Soulbury, Leighton Buzzard, Bedfordshire,	Furniture, Fixtures & Fittings	£250
LU7 OBX		

Operative Endorsements: 1, 2, 3, 5, 6, 7, 8 & 9 (please refer to the Endorsement section of the policy wording)



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	£35,175.71	£250
Gates & Fences	£14,395.00	£250
Play Equipment	£30,887.00	£250
Safety Surfaces	£8,890.00	£250
3 x Defibrillators	£5,699.28	£100
Speed Indicating Devices (1xSID Vario with rotary switch + 2xOST-VIASIS SID)	£9,408.43	£100
Shipping Container	£2,476.11	£100
Contents of shipping container (gardening tools, small tractor unit, mower,	£6,190.31	£100
storage boxes holding small hand tools, 1x microwave, 2x domestic		
refrigeration units).		
2x Marquees	£2,266.00	£100
Eco-toilet	£3,399.00	£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
 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	£250

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 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

None

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 I – Motor Vehicles

Additional Cover : Section 24

U. Occasional Business Use V. Loss of No Claim Discount/Excess

Operative Endorsements:

None

Part J – Motor Legal Expenses and Uninsured Loss Recovery

Limit of Indemnity:

Operative Endorsements:

None

Not Operative Operative

£100,000 per insured incident



Part N - Fidelity Guarantee

Persons Guaranteed: All members and employees

Sum Guaranteed £250,000

Excess: £100 each and every loss

Operative Endorsements:

None

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 Weekly Sum Cover	Sections 2 and 3 - Accident and Assault Cover	£50,000.00 £200.00
Directors/Councillors Capital Sum Weekly Sum Cover	Sections 2 and 3 - Accident and Assault Cover	£50,000.00 £200.00
Key Personnel Key Personnel Capital Sum Weekly Sum Cover	The Clerk Sections 2 and 3 - Accident and Assault Cover	£50,000.00 £500 for up to 10 weeks and £100 per week thereafter

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 carry out work for ZIC 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	Claims contact details	
	team		
Buildings, contents including "All Risks" Items		Tel:	0800 028 0336
Business interruption	Property	Email:	farnboroughpropertyclaims@uk.zurich.com
Money	Claims	٥ ما ما مه م م	Zunich Municipal Dranauty Claims, Zunich Financial Compies
Works in progress		Address:	PO Box 3303, Interface Business Park, Swindon, SN4 8WF
Public liability		Tel:	0800 876 6984
Employers liability			
Personal assault under Money		Email:	fnlc@uk.zurich.com (new claims)
Personal accident			zmflc@uk.zurich.com (subsequent correspondence)
Financial and administrative liability	Liability		
Professional negligence	Claims	Address:	Zurich Municipal Casualty Claims, Zurich House, 1 Gladiator
Hirers liability			Way, Farnborough, Hampshire, GU14 6GB (DX 140850,
Fidelity guarantee	1		Farnborough 4)
Libel and slander	1		
Engineering insurance	1		
Engineering – Deterioration of stock	1		
Business travel	1		
Motor		Tel:	0800 916 8872 (new motor claims)
			0800 232 1913 (customer damage)
	Motor		
	Claims	Email:	zmmotorclaimsoffice@uk.zurich.com
		Address:	Zurich Municipal Motor Claims, PO Box 3322, Interface
			Business Park, Swindon, SN4 8XW
Legal Expenses	DAS	Tel:	0117 934 2116 (Switchboard)
	Legal		
	Claims		

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: <u>https://www.zurich.co.uk/municipal/existing-customers</u>



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