



# Select for Local Councils Policy Schedule

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

Policy Number:	YLL-272027-8713
Insured:	LYDLINCH PARISH COUNCIL
Business:	Parish / Local Council
Period of Insurance:	
From:	01 June 2020
To:	31 <sup>st</sup> May 2021 and any other period for which cover has been agreed.
Annual Premium:	£206.11 Premiums are inclusive of Insurance Premium Tax
Schedule Number:	01
Preparation Date:	April 2020
Long Term Agreement expiry: (not applicable to Part P)	TBC
Policy Form Reference:	MLAACB02

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## Lines of cover applying

Line of cover	Insured / Not insured
Part A: Material Damage	NA
Part B: Business Interruption	Insured
Part C: All Risks	Insured
Part D: Money and Personal Accident Assault	Insured
Part E: Public and Products Liability	Insured
Part F: Hirers' Liability	Insured
Part G: Employers' Liability	Insured
Part H: Libel and Slander	Insured
Part N: Fidelity Guarantee	Insured
Part O: Personal Accident	Insured
Part P: Legal Expenses	Insured
Part Q: Street Furniture (Impact Damage Only)	NA

**Part A – Material Damage**

Effective Date: NA

Premises Address	Buildings Sum Insured	Contents Sum Insured

Insured Perils applicable to Material Damage: 1-16

**Excesses:**

The following **excess** applies to each and every loss arising in respect of each and every separate premises:

Theft, Accidental Damage	£100
Malicious Damage, Storm or Flood, Escape of Water, Falling Trees or Branches	£250
Subsidence or ground heave	£1,000

Operative Endorsements: 1, 3, 5, 6, 8, 9 (see pages 30-32)

**10. Special Definition for Material Damage**

**One Event**

The total of all losses arising from one occurrence or all occurrences of a series consequent upon or attributable to one original cause after the application of all the terms and conditions of this part.

**11. Adaptation (energy performance and sustainable buildings) clause**

This part includes:

- a) the additional cost of reinstatement incurred with the prior written consent of the **insurer** to comply with the recommendations made under any current energy performance certificate in respect of Damage
- b) additional cost of reinstatement incurred with the prior written consent of the **insurer** to reinstate the Damage to a standard above the minimum required under the prevailing European Union or Building or other regulations under or framed in pursuance of any Act of Parliament or bye-laws of any public authority where such standard would otherwise result in a recommendation for improvement to be made in a subsequent energy performance certificate assessment
- c) the reasonable additional cost of reinstatement incurred with the prior written consent of the **insurer** arising from the use of alternative materials or sources of materials in accordance with the principles of the Building Research Establishment Environmental and Sustainability Standard.

Provided always that:

- i) the **insurer** will not be liable for any undamaged portions of the **property** insured
- ii) the **insurer** will not be liable for the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the **property** insured by reason of the works funded by the application of this clause

iii) the **insurer** will not be liable for the cost incurred in complying with prevailing European Union or Building or other regulations under or framed in pursuance of any Act of Parliament or byelaws of any public authority under which notice has been served upon the insured prior to the happening of the Damage

iv) if the liability of the **insurer** under any item of this part other than this clause is reduced by the application of any of the terms and conditions of this part then the liability of the insurer under this clause in respect of any such item will be reduced in like proportion

v) the total amount recoverable under this clause in respect of any One Event and in total in any one period of insurance will not exceed 5% otherwise payable in respect of **buildings** in the absence of this clause or £100,000 whichever is the lesser.

## 12. Bequeathed property

This part includes **property** anywhere in the **territorial limits** bequeathed to the **insured** excluding:

1. motor vehicles licensed for road use or their accessories, trailers, caravans, watercraft or aircraft
2. **property** insured under any other policy

Cover is in force from the commencement date of the **insured's** interest in the **property**.

Provided always that:

- i) the **insurer's** liability will not exceed £10,000 any one item other than **buildings** for which the limit is £500,000 at any one site.
- ii) the insured will supply to the insurer details of all such bequeathed **property** at the end of each period of insurance and pay any additional premium required.

## 13. Damage to reputation

This part includes reasonable costs incurred by the **insured** to mitigate resultant damage to the **insured's** reputation subsequent to any One Event **insured** under this part.

Provided always that:

- a) the damage to the **insured's** reputation is a consequence of media coverage in print, by radio, television or news agency
- b) the value of any One Event is in excess of £1,000,000 after the application of any deductible or excess
- c) the **insurer's** liability under Parts A and B combined will not exceed £50,000 in any one period of insurance
- d) the **insurer** will not be liable unless subsequent to any One Event the sole conduct and control of any claim or series of claims under this clause rests with the **insurer**.

## 14. Fire extinguishment expenses

This part includes reasonable costs and expenses necessarily incurred by the **insured** for:

- a) refilling fire extinguishing appliances
- b) recharging gas flooding systems
- c) replacing used sprinkler heads
- d) refilling sprinkler tanks where water costs are metered
- e) resetting fire and intruder alarms
- f) fire brigade charges

following Damage.

Provided always that the insurer's liability any One Event will not exceed £25,000.

## 15. Groundsmens' equipment

This part includes groundsmens' tools, machines and equipment at the **premises**.

Provided always that:

- a) the **insurer's** liability any One Event will not exceed £10,000
- b) moveable items are returned to secure premises whilst not in use
- c) moveable items will not be left unattended.

## 16. Landscaped gardens

This part includes reasonable costs and expenses necessarily incurred with the **insurer's** consent in making good **damage** caused by the emergency services to landscaped gardens or grounds at the **premises** caused by Damage but excluding:

- a) the cost of movement of soil other than as necessary for surface preparation
- b) the failure of trees, shrubs, plants or turf to become established following replanting
- c) the failure of seeds to germinate.

Provided always that the **insurer's** liability any One Event will not exceed £15,000.

## 17. Loss Minimisation and Prevention Expenditure

This part includes reasonable costs and expenses necessarily incurred by the **insured** in:

- a) preventing or mitigating Damage to insured **property** in the event of imminent Damage
- b) preventing or mitigating further Damage to insured property after or in consequence of actual Damage.

Provided always that:

- i) the impending Damage was not reasonably foreseeable and would be the natural outcome if such costs and expenses were not incurred
- ii) the costs and expenses incurred prevented or mitigated the Damage
- iii) the **insurer's** limit of liability does not exceed £100,000 in the aggregate in any one period of insurance.

## 18. Metered water

This part includes the cost of metered water for which the **insured** are legally responsible arising from its escape.

Provided always that:

- a) the amount payable in respect of any one **premises** is limited to such excess water charges resulting from accidental escape of water from pipes, apparatus or tanks in consequence of Damage
- b) the **insurer's** liability any One Event will not exceed £15,000.

## Part B – Business Interruption

Effective Date: 01/06/2020

Item	Cover	Sums Insured	Maximum Indemnity Period
Section 2 a)	Additional Expenditure	Nil	N/A
Section 2 b)	Loss of Gross Revenue	Nil	N/A
Section 5.3	Loss of Computer Data	£500	12 months

Insured Perils applicable to Business Interruption: 1-16

Operative Endorsements: none

## Part C – All Risks

Effective Date: 01/06/2020

Item description

Office Contents – restricted to clerk’s home only

Sums Insured

£2,500

**1 Bus Shelter**

**£2045**

**2 Benches**

**£989**

**3 Notice Boards**

**£1606**

**Village Sign (Kings Stag)**

**£771**

**excess:** £100 each and every loss

Operative Endorsements: 1 (see pages 30-32)

## Part D – Money

Effective Date: 01/06/2020

Loss of Non-Negotiable **money** in the situations specified in Items 2(a), 2(b), 2(c)(i) and 2(c)(ii)

Limit any one loss

£250,000

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

£500

(b) in the private residence of any **member** or **employee**

£100

(c) in the **premises**:-

(i) in the custody of or under the actual supervision of any **member** or **employee**

£2,000

(ii) in locked safes or strongrooms

£2000

(iii) in locked receptacles other than safes or strongrooms

£100

**excess:** £50 each and every loss

**Personal Accident Assault Limits:** Stated in Section 3(c) (see page 33)

**Part E – Public Liability**

Effective Date: 01/06/2020

Limit of indemnity:

£10,000,000

Operative Endorsements:

1. Officials Indemnity

Section 3 – Financial Loss

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

2. Section 14 – Exclusion 2 b) is amended to read as:

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

3. It is agreed that that Section 14 Exclusion 10 of this Part shall not apply to any discharge, release or escape of legionella from any **premises** owned or operated by the **insured** subject to:

- a) a regular risk assessment being carried out of all water systems to assess the risk of legionella and the suitable management of any risk of legionella being identified in the risk assessment; and
- b) compliance with the Health and Safety Commission’s Approved Code of Practice entitled “Legionnaires disease - The control of legionella bacteria in water systems”; and
- c) details having been supplied by the **insured** to the **insurer** of the number of **premises** owned or operated by the **insured** where cooling towers, evaporative condensers and/or other apparatus giving rise to an increased risk of legionella are present; and
- d) details having been supplied by the **insured** to the **insurer** of all incidents of legionellosis having occurred at any **premises** owned or operated by the **insured** in the last ten years.

All Pollution or Contamination which arises out of or as a consequence of any discharge, release or escape of legionella from any **premises** owned or operated by the **insured** shall be deemed to have occurred on the date that the **insured** first become aware of circumstances which have given or may give rise to such Pollution or Contamination.

This Part shall not apply to any claim arising from Pollution or Contamination which arises out of or as a consequence of any discharge, release or escape of legionella from any **premises** owned or operated by the **insured** if before the current Period of Insurance the **insured** had become aware of circumstances which have given or may give rise to such Pollution or Contamination.

The **insurers** total liability for Pollution or Contamination, including the indemnity provided by this endorsement, which is deemed to have occurred during the Period of Insurance will not exceed in the aggregate the sum specified in the Schedule as the Limit of Indemnity.

The **insured** shall give notice in writing to the **insurer** immediately on becoming aware of circumstances which have given or may give rise to a claim under this endorsement.

4. 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

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**.

5. Part E Section 11 - Data Protection Act is deleted and replacing with the following:

#### **Section 11- Data Protection Legislation**

The **insurer** will indemnify the **insured** against legal liability incurred by the **insured** under:

- a) Section 13 of the Data Protection Act 1998 or any amending or replacement legislation in connection with personal data as defined in the said Act held by the **insured**; or
- b) Article 82 of the Regulation (EU) 2016/679 - General Data Protection Regulation (GDPR)

Provided always that:

- i) the **insurer** shall not be liable:
  - 1) for fines, penalties, liquidated, punitive or exemplary damages
  - 2) for the cost of:
    - A) replacing, reinstating, rectifying or erasing any personal data
    - B) notifying any person regarding loss of personal data
  - 3) where the **insured** has committed any deliberate or criminal act giving rise to any claim under this extension
- ii) 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 of all costs and expenses. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule.

**Part F – Hirer’s Liability**

Effective Date: 01/06/2020

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**

Effective Date: 01/06/2020

Limit of indemnity: £10,000,000

**excess:** Nil

Operative Endorsements: none

**Part H – Libel and Slander**

Effective Date: 01/06/2020

Limit of indemnity: £250,000

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

Operative Endorsements: none

**Part N – Fidelity Guarantee**

Effective Date: 01/06/2020

Persons Guaranteed:

All **members** and **employees**

Sums Guaranteed

£25,000

**excess:** £100 each and every claim

Operative Endorsements: none

**Part O – Personal Accident**

Effective Date: 01/06/2020

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

Persons Insured: All **members** and **employees**

Capital Sum £20,000

Weekly Sum £100

Cover Sections 2 and 3 – Accident and Assault Cover

Operative Endorsements: none

**Part P – Legal Expenses**

Effective Date: 01/06/2020

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

**Section:**

3. Employment Disputes and Compensation Awards	
(a) Employment Disputes	Operative
(b) Employment Compensation Awards	Operative
(c) Service Occupancy	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	Not Operative
8. Statutory Licence Protection	Not Operative
Limit of Indemnity:	£100,000

Operative Endorsements:

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.

The following is also operative: Debt Recovery

**Insured Incident**

The **insurer** will negotiate for the **insured's** legal rights including enforcement of judgment to recover money and interest due from the sale or provision of goods or of services, provided always that:

- a) the amount of the debt exceeds £250 (incl VAT)
- b) the claim under this Part is made within 90 days of the money becoming due and payable
- c) the **insurer** has the right to select the method of enforcement, or to forego enforcing judgment if the **insurer** is not satisfied that there are, or will be, sufficient assets available to satisfy judgment.

Exceptions

We will not provide indemnity in respect of or arising from or relating to:

- a) any debt arising from an agreement entered into prior to the inception date of the indemnity

provided by this section if the debt is due within the first 90 days of the indemnity provided by this section

b) the recovery of money and interest due from another party where the other party intimates that a defence exists

c) any claim relating to:

i) any settlement payable under an insurance policy

ii) any lease, licence or tenancy of land or buildings

iii) any motor vehicle owned by, or hired or leased to you other than agreements relating to the sale of motor vehicles where you are engaged in the business of selling motor vehicles

d) any dispute which arises out of the purchase, hire, sale or provision of computer hardware, software, systems or services.

## **PART Q – Street Furniture (Impact Damage Only)**

Effective Date: NA

**Sum Insured:** £0

**Excess:** £100 each and every loss

Operative Endorsements: none