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: To:	 01/06/2021 31/05/2022 and any other period for which cover has been agreed.
Annual Premium:	£195.80 Premiums are inclusive of Insurance Premium Tax
Schedule Number:	01
Preparation Date:	MAY 2021
Long Term Agreement expiry: (not applicable to Part P)	31/05/2023
Policy Form Reference:	MLAACC04

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Lines of cover applying

Line of cover	Insured / Not insured
Part A: Material Damage	Not Insured
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)	Not Insured

Part B – Business Interruption
Effective Date: **01/06/2021**

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:

10. Named Diseases amendment

Extension 2. under Part B – Business Interruption Section 5 – Special Extensions is deleted and restated as follows

2. Named Diseases, Murder, Suicide or Rape

The insurance in respect of each item under this Part includes loss resulting from interruption of or interference with the **business** carried on by the **insured** at the **premises** in consequence of:

a) i) any occurrence of a Named Disease at the **premises** or attributable to food or drink supplied from the **premises**

ii) any discovery of an organism at the **premises** likely to result in the occurrence of a Named Disease

iii) any discovery of a Named Disease at the **premises**

b) the discovery of vermin or pests at the **premises**

c) any accident causing defects in the drains or other sanitary arrangements at the **premises** which causes restrictions on the use of the **premises** on the order or advice of the competent local authority

d) any occurrence of murder, suicide or rape at the **premises**.

Provided always that:

1) Named Disease will mean illness sustained by any person resulting from:

A) food or drink poisoning

B) one of the following specified human infectious or human contagious diseases:

Acute encephalitis
Acute poliomyelitis
Bubonic plague
Cholera
Diphtheria
Dysentery
Legionellosis
Paratyphoid fever
Rabies
Relapsing fever
Rubella
Scarlet fever
Smallpox
Tetanus

Legionnaires disease	Tuberculosis
Leprosy	Typhoid fever
Leptospirosis	Typhus fever
Malaria	Viral haemorrhagic
Measles	Viral hepatitis
Meningitis	Whooping cough
Meningococcal infection	Yellow fever
Mumps	
Ophthalmia neonatorum	

an outbreak of which the competent local authority has stipulated will be notified to them.

2) For the purposes of this clause:

   A) Indemnity Period will mean the period during which the results of the **business** are affected in consequence of the occurrence, discovery or accident beginning with the date from which the restrictions on the **premises** are applied or in the case of d) above with the date of the occurrence and ending not later than the Maximum Indemnity period thereafter.

   B) Maximum Indemnity Period will mean three months.

3) In the event that this part includes an extension which deems loss at other locations to be loss at the **premises** such extension will not apply to this clause.

4) The insurer will not be liable under this clause for:

   A) loss arising from restrictions on the use of the **premises** in consequence of an emergency prohibition notice or emergency prohibition order being served against the insured or the manager of the **premises** in relation to a breach of the Food Safety Act 1990, General Food Regulations 2004 or Food Hygiene Regulations 2006 including any amendments or re-enactment thereto

   B) any costs incurred in the cleaning, repair, replacement, recall or checking of **property**.

5) The **insured** will comply with all issues identified as contraventions arising from a Food Premises Inspection Report within the timescales stated in such report.

6) The **insured** will notify the **insurer** immediately of any prohibition notice, emergency prohibition notice or emergency prohibition order served against them or the manager of the **premises** in relation to a breach of the Food Safety Act 1990, General Food Regulations 2004 or Food Hygiene Regulations 2006 including any amendments or re-enactment thereto.

7) The **insurer** will only be liable for the loss arising at those **premises** which are directly affected by the occurrence, discovery or accident under this part and then only for an amount not exceeding £100,000 any One Event and in the aggregate in any one period of insurance.

11. Public Utilities and Denial of Access amendment

Extension 1. under Part B – Business Interruption Section 5 – Special Extensions is deleted and restated as follows

1. Public Utilities and Denial of Access

Any loss as insured under this Part resulting from interruption of or interference with the **business** in consequence of Damage to the **property** at the undernoted sites within the **territorial limits** will be deemed to be an Incident

a) any generating station or sub-station of any public electricity supply undertaking

b) any land-based premises of any public gas supply undertaking or any natural gas producer linked directly to them

c) any water works and pumping stations of any public water supply undertaking

d) any land-based premises of any public telecommunications undertaking

from which the **insured** obtains electricity, gas, water or telecommunications services

e) within a one mile radius of the **premises** which prevents or hinders the use of or access to the **premises** excluding **damage** to **property** of any supply undertaking which prevents or hinders the supply of services by any electricity, gas, water or telecommunications undertaking to the **premises**.

Provided always that:

1) the Maximum Indemnity Period will mean three months

2) the limit is £1,000,000 any One Event and in the aggregate in any one period of insurance.

Part C – All Risks
Effective Date: **01/06/2021**

Item description	**Sums Insured**
Office Contents – restricted to clerk's home only	£2,500
1 Bus Shelter	**£2,045**
2 Benches	**£989**
3 Notice Boards	**£1,606**
Village Sign (Kings Stag)	**£771**

excess: £100 each and every loss

Operative Endorsements:
Policy booklet 1 (see refer to the endorsement section of your policy wording)

Part D – Money
Effective Date: **01/06/2021**

	Limit any one loss
Loss of Non-Negotiable **money** in the situations specified in	£250,000

Items 2(a), 2(b), 2(c)(i) and 2(c)(ii)

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: **01/06/2021**

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. 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 I**nsured'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 – Hirer's Liability
Effective Date: **01/06/2021**
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
Effective Date: **01/06/2021**

Limit of indemnity: £10,000,000
excess: Nil
Operative Endorsements: none

Part H – Libel and Slander
Effective Date: **01/06/2021**

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: **01/06/2021**

Persons Guaranteed:	Sums Guaranteed
All **members** and **employees**	£25,000

excess: £100 each and every claim
Operative Endorsements: none

Part O – Personal Accident
Effective Date: **01/06/2021**

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: **01/06/2021**

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.

Policy Operative Endorsements:

General Exclusions
A new general exclusion is added as follows:

This policy does not cover:

Communicable Diseases
Applicable to Parts A - Material Damage, B - Business Interruption, C - All Risks, D – Money, M - Deterioration of Stock and Q – Impact Damage (Street Furniture)

any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with the following:

a) a **communicable disease**; or
b) the fear or threat (whether actual or perceived) of a **communicable disease**

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

This exclusion does not however apply in respect of and only to the extent of cover expressly stated as being provided under the extension applicable to Part B – Business Interruption titled Named Diseases, Murder, Suicide or Rape

For the purposes of this exclusion '**communicable disease'** means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and

b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and

c) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.