

V3



Anne Banks  
Bodmin Town Council  
Shire House  
Mount Folly Square  
Bodmin Cornwall  
PL31 2DQ

# select

## local council 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.

Policy Number

Insured

Business

Period of Insurance  
From  
To  
and any other period

Renewal Premium  
Additional Premium  
Premiums are exclus:

Schedule Number

Preparation Date

Prepared by

**PART A - Material Damage**

Effective Date: 5th October 2015

**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) : Office equipment, including COMPUTER 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 Sum Insured	Loss of Rent	Contents (a)	Contents (b)	Contents (c)	Contents (d)	Contents (e)	Contents (f)	Contents (g)
1. BUILDINGS PL31 2AE	£1793233 3	£Nil	£Nil	£1173196	£34553	£47415	£Nil	£Nil	£Nil

**For Premises 1**

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

**Excesses :**

The following Excesses apply to each and every loss arising in respect of each and every separate premises from:

Malicious damage	£250
Storm or flood	£250
Escape of water	£250
Falling trees or branches	£250
Theft	£100
Accidental damage	£100

**Operative Endorsements :**

1,2,3,5,6,7,8,9 see pages 27 - 28

**PART B - Business Interruption**  
Effective Date: 5th October 2015

	Indemnity Period	Sum Insured
1. Additional Expenditure	36 Months	£100,000
2. Loss of Data – Reconstitution of computer records	Not applicable	£Nil
3. Loss of Gross Revenue	36 Months	£450,000

Insured Perils applicable to Business Interruption : 1-13,15,16

**Operative Endorsements :**

1. Section 5 – Special Extensions – 2 is held to be removed and restated as follows:

2. The insurance by this Part is extended to include 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 Notifiable Disease (as defined below) 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 Notifiable Disease
    - (iii) any discovery of a Notifiable Disease within 25 miles radius of 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 or suicide at the **premises**.

**Special Provisions**

- (a) 'Notifiable Disease' will mean illness sustained by any person resulting from:
  - (i) food or drink poisoning
  - (ii) one of the following specified human infectious or human contagious diseases:

Acute encephalitis	- Ophthalmia neonatorum
Acute poliomyelitis	- Paratyphoid fever
Anthrax	- Rabies
Bubonic Plague	- Relapsing fever
Cholera	- Rubella
Diphtheria	- Scarlet fever
Dysentery	- Smallpox
Legionellosis	- Tetanus
Legionnaires Disease	- Tuberculosis
Leprosy	- Typhoid fever
Leptospirosis	- Typhus fever
Malaria	- Viral hepatitis
Measles	- Viral haemorrhagic
Meningitis	- Whooping cough
Meningococcal Infection	- Yellow fever
Mumps	

- an outbreak of which the competent local authority has stipulated shall be notified to them.
  - (b) For the purposes of this Special Extension:

- (i) '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

'Maximum Indemnity Period' will mean 3 months

- (ii) in the event that this Part includes an extension which deems loss, destruction or damage at other locations to be Damage at the **premises** such extension will not apply to this Special Extension.
- (c) The **insurer** will only be liable for the loss arising at those **premises** which are directly affected by the occurrence, discovery or accident and then only for an amount not exceeding £250,000 or the Sum Insured whichever is the lesser.

### PART C - All Risks

Effective Date: 5th October 2015

#### 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.

Description	Premises Address	Sum Insured	Excess
Lantern Clock	Public Rooms including the Museum BCA Bodmin PL31 2DQ	£7,575	£100
Ceremonial Spade	Public Rooms including the Museum BCA Bodmin PL31 2DQ	£3,247	£100
Rose Bowl	Shire House Suite PL31 2DQ	£1,623	£100
Stained Glass Window	Shire House Suite PL31 2DQ	£1,623	£100
Bodmin Locomotive	Shire House Suite PL31 2DQ	£1,299	£100
19th Century Vase	Shire House Suite PL31 2DQ	£2,164	£100
Royal Albert Dinner Service	Shire House Suite PL31 2DQ	£3,030	£100
Sword & Cabinet	Shire House Suite PL31 2DQ	£4,328	£100
Four Painted Panels	St Petrocs Church PL31	£129,854	£100
Three Pay and Display Ticket Machines		£11,800	£100
Civic Regalia		£13,485	£100
Computer (laptops)		£2,435	£100
Mayors Chain & Badge		£1,083	£100
Mayors Chain of Office		£58,350	£100
Replica WW1 VC		£1,083	£100

George III Snuff Box	£1,407	£100
James I Macc/Seal	£10,821	£100
George II Cup and Cover	£12,985	£100
James I Silver Mace	£19,478	£100
5 WW1 VC Medals	£162,318	£100
Pair of William & Mary Silver Maces	£216,424	£100
Public Seats & Benches	£25,750	£100
Poly Tunnel	£4,120	£100
Other contents & consumable stock not specified	£18,540	£100
Scouts lemon squeezer hat	£515	£100

The excess stated applies to each and every loss.

#### Operative Endorsements :

1,2,3,5,6,7,8,9 see pages 27 - 28

14. In respect of item 22 it is noted that **damage** and/or **consequential loss** caused by or consisting of **malicious damage, theft, storm or flood** is hereby excluded.

#### **PART D - Money**

Effective Date: 5th October 2015

	<b>Limit any one loss</b>
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	£2,000
(b) in the private residence of any MEMBER or EMPLOYEE	£250
(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	£2,000
(iii) in locked receptacles other than safes or strongrooms	£500

**Excess :** £50 each and every loss

**Personal Accident Assault Limits :** See Section 3(c)

#### **PART E - Public Liability**

Effective Date: 5th October 2015

**Limit of Indemnity :** £10,000,000

**Excess :** £100 each and every claim in respect of Section 2(d)(ii)

**Operative Endorsements :**

1. The following Section is added:

##### **Section 15 - Corporate Manslaughter and Corporate Homicide Act 2007**

The insurer will indemnify the insured against legal costs and expenses incurred with the insurer's prior written consent in defending any criminal prosecution including an appeal against a conviction arising from any such prosecution and or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the Period of Insurance in the course of the business.

Provided that:

- a) the insurer's total liability under this Section will not exceed in the aggregate the sum specified in the Schedule as the Limit of Indemnity in any one period of insurance. This limit will form part of and not be in addition to the Limit of Indemnity specified in the Schedule

- b) this Section will only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- c) the **insurer** must consent in writing to the appointment of any solicitor or counsel who are to act for and on the **insured's** behalf
- d) the **insured** will give to the **insurer** immediate notice of any summons or other process served upon the **insured** which may give rise to proceedings under this Section
- e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- f) the **insurer** will not be liable for:
  - i) any deliberate or intentional criminal act committed by the **insured** giving rise to a corporate manslaughter or corporate homicide charge
  - ii) fines or penalties of any kind
  - iii) the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of:
    - 1) the Health and Safety at Work, etc Act 1974 or any regulations made thereunder
    - 2) the Consumer Protection Act 1987 or any regulations made thereunder
  - iv) defence costs available from any other source or provided by any other insurance or where but for the existence of this Section indemnity would have been provided by such other source or insurance
- g) where the **insurer** has already indemnified the **insured** in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another section of the policy the amount paid under that section will be taken into account in arriving at the **insurer's** liability payable under this Section.

2. Section 13 – Exclusion 2 b) is amended to read as:

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

### 3. Public Liability Endorsement 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