

Miss Alison Spencer
Swanage Town Council
Town Hall
High Street
Swanage
Dorset
BH19 2NZ

Local Council Policy Schedule

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 [REDACTED]

Insured Swanage Town Council

Business Parish / Town Council

Period of Insurance
From 01st April 2017
To 31st March 2018
and any other period for which cover has been agreed.

Renewal Premium [REDACTED]

Premiums are inclusive of Insurance Premium Tax and/or VAT as appropriate.

Schedule Number [REDACTED]

Long Term Agreement: Not Applicable

Preparation Date 03rd February 2017

Prepared by [REDACTED]



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.

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 Sum Insured	Loss of Rent	Contents (a)	Contents (b)	Contents (c)	Contents (d)	Contents (e)	Contents (f)	Contents (g)
1. Town Hall, High Street, Swanage, Dorset, BH19 2NZ	£1,240,873.46	N/A	£15,760.55	£4,728.16	£0.00	£0.00	£0.00	£0.00	£0.00
2. Annexe, Town Hall, High Street, High Street, Swanage, Dorset, BH19 2NZ	£434,305.70	£10,000.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
3. RNLI Rescue Building & RNLI Former Munitions Store, Peveril Point Road, Swanage, Dorset, BH19 2AY	£179,926.07	£16,400.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
4. Boat Park, Peveril Point Road, Swanage, Dorset, BH19 2AY	£310,218.36	N/A	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
5. Fishermen's Huts, Peveril Point Road, Swanage, Dorset, BH19 2AY	£74,452.41	£15,600.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
6. Bandstand, Recreation Ground, Horsecliffe Lane, Swanage, Dorset, BH19 1LD	£62,043.67	N/A	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
7. Public Conveniences, Peveril Point Road, Swanage, Dorset, BH19 2AX	£93,064.92	N/A	£10,000.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
8. Public	£124,087.34	N/A	£10,000.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00

Conveniences, Battlegate, Shore Road, Swanage, Dorset, BH19 1AZ									
9. Public Conveniences, Burlington Chine, Swanage, Dorset, BH19 1LT	£217,152.27	N/A	£10,000.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
10. Public Conveniences, Shore Road, Swanage, Dorset, BH19 1LA	£340,672.50	N/A	£10,000.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
11. Public Conveniences, Main Beach Car Park, Victoria Avenue, Swanage, Dorset, BH19 1AP	£124,087.34	N/A	£10,000.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
12. Public Conveniences, Heritage Centre, Tolwn Square, Swanage, Dorset, BH19 2NT	£111,678.61	N/A	£10,000.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
13. Public Conveniences, Coastguard Building, North Beach Car Park, Swanage, Dorset, BH19 1PX	£62,043.67	N/A	£10,000.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
14. Public Conveniences, Mermond Place Car Park, Swanage, Dorset, BH19 1DG	£55,838.73	N/A	£10,000.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
15. Pavilion, Kiosk and Public Conveniences, Beach Gardens, Swanage, Dorset, BH19 1PG	£248,174.69	N/A	£10,000.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
16. Beach Bungalows, Spa, Shore Road, Swanage, Dorset, BH19 1LD	£248,174.69	£50,000.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
17. Beach Bungalows, Shore Road, Swanage, Dorset, BH19 1LD	£340,672.50	£160,000.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
18. Beach Chalets, Burlington Road	£186,131.02	£350.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00

Chine, Swanage, Dorset, BH19 1LT									
19. Tourist Information Centre and Kiosk, Shore Road, Swanage, Dorset, BH19 1LB	£463,108.03	£40,000.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
20. Fishermen's Catch Restaurant, Shore Road, Swanage, Dorset, BH19 1LA	£372,262.84	£67,000.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
21. Depot, Kings Road, Swanage, Dorset, BH19 1HS	£248,174.69	N/A	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
22. Nursery, Prospect Crescent, Swanage, Dorset, BH19 1BD	£111,678.61	N/A	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
23. Swanage Railway Station Taxi Office Only, Railway Station Approach, Swanage, Dorset, BH19 1HB	£28,875.00	£47,300.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
24. Chapel, Godlingston Cemetery, Swanage, Dorset, BH19 3DG	£186,130.91	N/A	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
25. Sante Fe Complex, Mermond Place, Swanage, Dorset, BH19 1DG	£186,131.02	£22,000.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00

For Premises: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25

Insured Perils applicable to Material Damage: 1-16

Excesses Applicable to Premises 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 & 25

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

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

Operative Endorsements: 1, 2, 3, 5, 6, 7, 8 & 9 (see pages 35 - 37)

PART B – Business Interruption

Premises Address	Additional Expenditure	Indemnity Period (Months)	Loss of Data	Indemnity Period (Months)	Loss of Gross Revenue	Indemnity Period (Months)
High Street, Swanage, Dorset, BH19 2NZ	£250,000	24	N/A		£1,400,000	24
High Street, Swanage, Dorset, BH19 2NZ	N/A		N/A		N/A	
Pevevil Point Road, Swanage, Dorset, BH19 2AY	N/A		N/A		N/A	
Pevevil Point Road, Swanage, Dorset, BH19 2AY	N/A		N/A		N/A	
Spa, Shore Road, Swanage, Dorset, BH19 1LD	N/A		N/A		N/A	
Shore Road, Swanage, Dorset, BH19 1LD	N/A		N/A		N/A	
Burlington Road Chine, Swanage, Dorset, BH19 1LT	N/A		N/A		N/A	
Shore Road, Swanage, Dorset, BH19 1LB	N/A		N/A		N/A	
Shore Road, Swanage, Dorset, BH19 1LA	N/A		N/A		N/A	
Railway Station Approach, Swanage, Dorset, BH19 1HB	N/A		N/A		N/A	
Mermond Place, Swanage, Dorset, BH19 1DG	N/A		N/A		N/A	

For Premises: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25

Insured Perils applicable to Business Interruption: 1-16

Operative Endorsements:

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
 - (ii) any discovery of a Notifiable Disease within 10 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

(d) '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 not be liable under this Special Extension for:

- (i) 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 modifications or re-enactment

thereto

- (ii) any costs incurred in the cleaning, repair, replacement, recall or checking of **property**.
- (d) The **insured** will comply with all issues identified as contraventions arising from a Food Premises Inspection Report within the timescales stated in such report.
- (e) 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 modifications or re-enactment thereto.
- (f) 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

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

Item Description	Premises Address (if applicable)	Sum Insured	Excess
Contents (a)	Fixtures & Fittings at various locations, Swanage,, Swanage, BH19 2NZ	£10,507.03	£100
Contents (b)	Stock & All Other Contents at various locations, Swanage, BH, Swanage, BH19 2NZ	£7,880.27	£100
Contents (c)	Office, Computer & Sports Equipment at various locations,, Swanage, BH19 2NZ	£10,507.03	£100
Contents (d)	A/V, Photographic & Gardening Equipment at various locations, Swanage, BH19 2NZ	£5,253.52	£100

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
Purbeck Stone Bus Shelter	£2,626.76	£100
Sculpture at Prince Albert Gardens	£13,461.80	£100
Computer & Electronic Equipment at all locations	£33,456.47	£100
Pictures & Paintings	£21,306.83	£100
Projector	£1,205.60	£100
Civic Regalia	£3,152.11	£100
Laptop Computers x 2	£2,626.76	£100
Computer Equipment at TIC	£5,809.38	£100
Computer Equipment at Depot	£2,905.78	£100
Car Park Ticket Machines	£37,475.26	£100
Photocopiers & Printers	£8,197.85	£100
Bus Shelter	£3,422.00	£100
Various Wooden Shelters and Clock	£19,317.69	£100
Snow Plough	£4,728.16	£100
HTDS-DUMPSTER	£7,354.92	£100
Trailer 2 Ton	£2,626.76	£100
Wessex Trailer	£2,311.55	£100
Town Hall Clock	£15,760.55	£100

Alfred Monument, Shore Road	£28,702.75	£100
War Memorial, Recreation Ground	£90,788.90	£100
Stone Quay, Lower High Street	£255,025.00	£100
Columns, Prince Albert Gardens	£30,374.78	£100
Play Equipment, Days Park	£65,143.59	£100
Play Equipment, Recreation Ground	£40,076.80	£100
Play Equipment, King George's Field	£141,844.91	£100
Skate Park, King George's Field	£90,197.24	£100
Tennis Courts Astro Turf Beach Gardens	£141,887.90	£100
Bowling Green, Beach Gardens	£40,184.06	£100
Putting Green, Beach Gardens	£28,702.75	£100
Marston Trailer	£2,101.41	£100
Iseki Mower	£5,253.52	£100
Takeuchi Digger	£20,200.00	£100
A/V , Photographic & Gardening Equipment	£4,545.00	£100
CCTV	£18,000.00	£100
Festive Lighting	£40,000.00	£100
Parish Slipway	£150,000.00	£100
Boat Park Jetty	£140,000.00	£100
Car Park Surfaces - Central (Co-op Pioneer), Vic.Avenue (Main Beach), Recreation Ground (Mermond), Broad Road, North Beach and Residents	£352,260.00	£100

The excess stated applies to each and every loss.

Operative Endorsements: 1, 2, 3 & 7 (see pages 35 - 37)

PART D – Money

	Limit any one loss
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	£10,000
(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	£10,000
(ii) in locked safes or strongrooms	£10,000
(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) (*see page 38*)

Operative Endorsements:

‘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.’

1. Cover under this part is extended to include money held in carpark ticket machines, subject to a maximum limit of £2,500 per machine. All Machines must be emptied at least every weekend.

PART E – Public Liability

Limit of Indemnity: £15,000,000

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**.

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**.

5. **Officials Indemnity**

Section 3 – Financial Loss

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

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

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

Limit of Indemnity: £10,000,000

Operative Endorsements:

PART H – Libel and Slander

Sum Insured

£250,000

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

PART I – Motor Vehicles

<p>Insured Vehicle: All as described in</p> <p>Persons Entitled to Drive: the Certificate of</p> <p>Limitation as to Use: Motor Insurance</p>	<p>Cover: Section 23</p> <p>A. Comprehensive</p>
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EXCESS : Section 24

Amount	Description
£ 150	Accidental Damage , Fire , Windscreen , Theft total loss
£ 250	Theft
£ Nil	Third party

Additional to any other Excess which applies

Age and Inexperienced Driver Excess: Section 11

(a)	Under 25 years	£150
(b)	Over 25 years inexperienced	£150

Additional to any other Excess which applies

Repair Limit:	£Nil
Section 12	

Damage to Property Limit:
£5,000,000 Applicable to any Commercial Vehicle, Minibus, Agricultural Vehicle and Special Type
£50,000,000 Applicable to any Private Motor Car

Personal Effects Limit:	£150
Section 13	

Medical Expenses Limit:	£250
Section 14	

Additional Cover : Section 25

U. Occasional Business Use	Not Operative
V. Loss of No Claim Discount/Excess	Not Operative

Operative Endorsements:

1. Motor Insurers Database

It is a condition precedent of this policy that you supply such details of the vehicles whose use is covered by the policy as are required by the relevant law applicable in Great Britain and Northern Ireland for entry on the Motor Insurers Database

2. The following clause is added to Part I Section 2:

Corporate Manslaughter and Corporate Homicide Act 2007

In respect of any event which may be the subject of indemnity under this section the **insurer** will pay legal costs and expenses incurred with the **insurer's** prior written consent in connection with the defence of any criminal proceedings (including any appeal against conviction arising from any such proceedings) brought in respect of a charge 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 be committed during the period of insurance in the course of the **business**.

Provided always that:

- a) the **insurer's** liability under this clause will not exceed £5,000,000 in any one period of insurance
- b) this clause will only apply to proceedings brought in the **territorial limits**
- 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 the **insurer** immediate notice of any summons or other process served upon the **insured** which may give rise to proceedings under this clause
- e) in relation to any appeal counsel has advised there are strong prospects of such an appeal succeeding
- f) the **insurer** will be under no liability:
 - i) where the **insured** has committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
 - ii) in respect of fines or penalties of any kind
 - iii) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this clause indemnity would have been provided by such other source or insurance.

PART J – Motor Legal Expenses and Uninsured Loss Recovery

The Claims Handling Agent is DAS Legal Expenses Insurance Company Limited

Limit of Indemnity: £100,000 per insured incident

PART K – Inspection Contract

Service: Inspections of each item of Plant described in the Plant Specification under Contract Number EI-2720040237.

PART L – Plant Protection

Cover: As described in the Plant Specification by means of cover codes as defined in Section 12 in respect of each item of plant

	Limits of Indemnity
Section 2(a) Insured Damage to Plant	£500,000
Section 2(b) Own Surrounding Property Damage	£500,000
Excess: £100 each and every loss	

PART N – Fidelity Guarantee

Persons Guaranteed:	Sum Insured
All members and employees	£5,000,000

Excess: £100 each and every loss

PART O – Personal Accident

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

Persons Insured:

Employees

Capital	5.00 times annual earnings
Weekly	0.50 times weekly earnings
Cover	Sections 2 and 3 - Accident and Assault Cover

Volunteers

Capital Sum	£50,000.00
Weekly Sum	£100.00
Cover	Sections 2 and 3 - Accident and Assault Cover

Directors/Councillors

Capital Sum	£50,000.00
Weekly Sum	£100.00
Cover	Sections 2 and 3 - Accident and Assault Cover

Key Personnel

Key Personnel		
Capital Sum		£100,000.00
Weekly Sum		£500 for up to 10 weeks and £100 per week thereafter
Cover	Sections 2 and 3 - Accident and Assault Cover	

Operative Endorsements:

1) Age extension endorsement

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.

Section 4 - Excluded Causes is extended to; 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

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

Section:

3. Employment Disputes and Compensation Awards	
(A) Employment Disputes	Operative
(B) Compensation Awards	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 - £5,000 Limit	Operative
(b) Not operative	
8. Statutory Licence Protection	Operative
Limit of Indemnity:	£200,000

The following is also operative: EPL Extension
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.

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. No refund will legally be due for any unused period of cover outside of the 'cooling off period' for consumer customers or following initiation for organisations and businesses. The Insurer 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.

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:

Line of cover	Claims team	Claims contact details	
Buildings, Contents including All Risk Items	Property Claims	Tel:	0800 335 500 (out of hours Emergency: 0800 028 0336)
Business Interruption		Fax:	0800 232 1917
Money		Email:	zmpropertyclaims@uk.zurich.com
Works In Progress		Address:	Zurich Property Claims, PO Box 3303, Interface Business Park, Swindon, SN4 8WF
Public Liability	Liability Claims	Tel:	0800 335 500
Employers Liability		Fax:	0800 232 1917
Personal Assault under Money		Email:	farnboroughnewliabilityclaims@uk.zurich.com
Personal Accident		Address:	Zurich Municipal, Casualty Claims, Zurich House, PO Box 314, 2 Gladiator Way, Farnborough, GU14 6GB
Professional Negligence			
Hirers Liability			
Fidelity Guarantee			
Libel and Slander			
Plant Protection			
Engineering – Deterioration of Stock			
Business Travel			
Motor	Motor Claims	Tel:	0800 232 1931 (out of hours Emergency: 0800 026 1789)
		Fax:	01489 589413
		Email:	zmnewmotorclaims@uk.zurich.com
		Address:	Zurich Municipal Motor Claims, PO Box 3322, Interface Business Park, Swindon, SN4 8XW
Legal Expenses	DAS Legal Claims	Tel:	0117 976 2030 (Switchboard)

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

Track open claims on-line at: <http://www.zurich.co.uk/municipal/customerbenefits/register.htm>

Zurich Municipal

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A public limited company incorporated in Ireland. Registration No. 13460. Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland.

UK Branch registered in England and Wales Registration No. BR7985. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance plc is authorised by the Central Bank of Ireland and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our regulation by the Financial Conduct Authority are available from us on request. These details can be checked on the FCA's Financial Services Register via their website www.fca.org.uk or by contacting them on 0800 111 6768. Our FCA Firm Reference Number is 203093.

Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

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