

Mrs Nadine Must
Tathwell Parish Council (East Lindsey)
The Georgian House
Church Lane
Utterby
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LN11 0TH

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 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.

Policy Number	YLL-2720924513
Insured	Tathwell Parish Council (East Lindsey)
Business	Parish Council
Period of Insurance	
From	17/06/2023
To	16/06/2024

and any other period for which cover has been agreed.

Premium Breakdown:

Package	£ 196.00
Monuments, Memorials & Statues All Risks	£ 63.00
Playground Equipment All Risks	£ 0.00 (Cover not selected)

Total Annual Premium*	£ 259.00
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*Premiums are inclusive of Insurance Premium Tax

Schedule Number	115330728
Preparation Date	23/05/2023
Policy Form Reference	MLAACF07

Statement of Fact

You have confirmed to us that you comply with these statements of fact. If you become non-compliant with any of these statements, you must tell us, as it may affect your ability to claim under this policy.

- You have never had insurance declined, refused, cancelled or had special terms applied
- You have carefully considered the requirement for risk assessments and safeguarding policies and you have appropriate policies in place whilst you are insured with us
- You are not aware of any situations prior to purchasing this policy, which might cause a claim
- You have not had more than three claims or any one claim exceeding £5,000 in the last three years
- On average, your volunteers contribute less than 70 hours a week
- You do not hold any events that have more than 500 people in attendance at any one time
- You do not send goods or money outside of UK
- You are not responsible for insuring any type of buildings
- You are not responsible for:
 - Skateparks, BMX tracks or adventure playgrounds
 - Zip wires, trampolines or inflatable play equipment
- You require All Risks cover for monuments, memorials and statues up to a sum insured of £24,000
- You do not require All Risks cover for playground equipment

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 C – All Risks

Where no premises address is shown, the item is not based at one location and cover is provided anywhere with the **territorial limits**.

Item Description	Sum Insured (subject to single article limit)	Excess
All contents owned by the council, excluding any other items specified on the schedule, subject to the single article limit.	£ 12,000	£100
Monuments, Memorials & Statues	£ 24,000	£250

Single article limits applicable are;

Computer Equipment	£2,000
Fine Art and Jewellery	£2,500
Civic Regalia	£2,500

Operative Endorsements: 1 and 2 (please refer to the Endorsement section of the policy wording)

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	£5,000
(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	£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

2. The following definitions are added to Section 1 - Special Definitions:

Abuse

Any actual or threatened single act or repeated acts of maltreatment that inflict harm or fail to prevent harm including:

- a) physical abuse
- b) sexual abuse, including sexual exploitation
- c) neglect and/or acts of omission
- d) psychological abuse
- e) contemptuous, coarse or insulting behaviour.

Abuse Event

One occurrence or all occurrences of a series of Abuse to any one person.

3. The following is added to Section 16 – Special Provisions:

4. Abuse

All claims arising from an Abuse Event:

- a) constitute one claim; and
- b) will be deemed to have occurred on the date the first claim was made in writing against the **insured**; and
- c) will be subject to the **excess** stated in the schedule. Such **excess** will be deemed to apply per Abuse Event.

4. Confirmation of other terms and conditions that apply

Except as varied above, the terms and conditions of this policy apply to this endorsement.

Part G – Employers Liability

Limit of Indemnity: £10,000,000

Operative Endorsements:

None

Part H – Libel and Slander

Sum Insured £100,000

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

Operative Endorsements:

None

Part N – Fidelity Guarantee

Persons Guaranteed: **Sum Guaranteed**
 All members and employees £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	£100,000
Weekly Sum	£500
Cover	Sections 2 and 3 - Accident and Assault Cover

Volunteers

Capital Sum	£20,000
Weekly Sum	£100
Cover	Sections 2 and 3 - Accident and Assault Cover

Directors/Councillors

Capital Sum	£100,000
Weekly Sum	£500
Cover	Sections 2 and 3 - Accident and Assault Cover

Operative Endorsements:

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

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 - £5,000 Limit	Operative
8. Statutory Licence Protection	Operative

Limit of Indemnity: £250,000

Operative Endorsements:

None

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.

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:

Line of cover	Claims team	Claims contact details	
"All Risks" Items	Property Claims	Tel:	0800 028 0336
Money		Email:	farnboroughpropertyclaims@uk.zurich.com
		Online Reporting:	https://propertyclaims.zurich.co.uk/link/portal/charity
			For more information about making a property claim and to see our claims guides, please visit: -
			www.zurich.co.uk/charity-insurance/make-a-claim/property-insurance-claim
Public liability	Liability Claims	Tel:	0800 876 6984
Employers liability		Email:	New claims: fnlc@uk.zurich.com
Personal assault under Money			General correspondence: zmflc@uk.zurich.com
Personal accident		Online Reporting:	https://liabilityclaims.zurich.co.uk/link/portal/charities
Fidelity guarantee			For more information about making a liability claim and to see our claims guides, please visit: -
			www.zurich.co.uk/charity-insurance/make-a-claim/liability-insurance-claim
Legal Expenses	DAS Legal Claims	Tel:	0117 934 2116 (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 or use our dedicated claims portals.
2. In the event of uncertainty, please call the relevant office for guidance.
3. Out of hours/Emergency Property losses - please contact 0800 028 0336

DAS Head and Registered Office:

DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH

Registered in England and Wales | Company Number 103274 Website: www.das.co.uk

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

DAS Law Limited Head and Registered Office:

DAS Law Limited | North Quay | Temple Back | Bristol | BS1 6FL

Registered in England and Wales | Company Number 5417859 Website: www.daslaw.co.uk

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).

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