ZURICH MUNICIPAL

Mrs Karen Canadine
Silkstone Parish Council
40 St. Andrews Drive
Darton
BARNSLEY
South Yorkshire
S75 5LX

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	YLL-2720841473
Insured	Silkstone Parish Council
Business	Parish / Town Council
Period of Insurance	
From	01st October 2018
To	30th September 2019

and any other period for which cover has been agreed.

Renewal Premium	£ 2,347.99

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

Schedule Number	55475311
Long term agreement active until	30th September 2019
Preparation Date	06th August 2018
Prepared by	Mrs Linda Allport

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. Silkstone Sports Pavilion, Noblethorpe Lane, Silkstone, Barnsley, S75 4LY	£354,340.60	N/A	£3,241.05	£0.00	£0.00	£0.00	£0.00	£0.00	£874.18
2. Huskar Community Rooms, The Cross, Silkstone, Barnsley, South Yorkshire, S75 4LX	£302,356.50	N/A	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00

For Premises: 1, 2

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

Excesses Applicable to Premises 1 & 2

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

Accidental Damage	£250
Theft	£250
Malicious Damage	£250
Storm or Flood	£250
Escape of Water	£250
Falling Trees or Branches	£250

Variable contents excess active:

Premises	Contents	Excess
Premises 1: Noblethorpe Lane, Silkstone, Barnsley, S75 4LY	Furniture, Fixtures & Fittings	£250

Premises 1: Noblethorpe Lane, Silkstone, Barnsley, S75 4LY	Civic Regalia	£250

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

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PART B – Business Interruption

Premises Address	Additional Expenditure	Indemnity Period (Months)	Loss of Data	Indemnity Period (Months)	Loss of Gross Revenue	Indemnity Period (Months)
All Premises	£30,000	24	N/A		£30,000	24

For Premises: 1, 2
Insured Perils applicable to Business Interruption : 1-13, 15 & 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

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
Grounds Maintenance Equipment	£34,539.72	£250
Container on Silkstone Rec. Ground	£1,075.75	£250
Street Furniture	£10,861.49	£250
MUGA	£53,738.83	£250
Gates & Fences	£1,419.48	£250
Office Equipment	£799.92	£250
War Memorial	£42,436.00	£250
Trim Trail, Safety Matting & Installation	£10,609.00	£250

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	£5,000
(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	£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) *(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.'

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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

14. for **damage** caused by disease in animals belonging to or kept or sold by the **insured**.

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**.

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 N – Fidelity Guarantee

Persons Guaranteed:	**Sum Insured**
All **members** and **employees**	£250,000

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 Sum		£50,000.00
Weekly Sum		£200.00
Cover	Sections 2 and 3 - Accident and Assault Cover	

Directors/Councillors

Capital Sum		£50,000.00
Weekly Sum		£200.00
Cover	Sections 2 and 3 - Accident and Assault Cover	

Key Personnel

Key Personnel	Karen Canadine	
Capital Sum		£50,000.00
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.

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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.

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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: Email: Address:	01252 387 249 (out of hours Emergency: 0800 028 0336) farnboroughpropertyclaims@uk.zurich.com Zurich Property Claims, PO Box 3303, Interface Business Park, Swindon, SN4 8WF
Business Interruption			
Money			
Works In Progress			
Public Liability	Liability Claims	Tel: Email: Address:	0800 917 7207 farnboroughnewliabilityclaims@uk.zurich.com Zurich Municipal, Casualty Claims, Zurich House, PO Box 314, 2 Gladiator Way, Farnborough, GU14 6GB
Employers Liability			
Personal Assault under Money			
Personal Accident			
Professional Negligence			
Hirers Liability			
Fidelity Guarantee			
Libel and Slander			
Plant Protection			
Engineering – Deterioration of Stock			
Business Travel			
Motor	Motor Claims	Tel: Email: Address:	01489 882 110 (out of hours Emergency: 0800 302 9055) zmnewmotorclaims@uk.zurich.com Zurich Municipal Motor Claims, PO Box 3322, Interface Business Park, Swindon, SN4 8XW
Legal Expenses	DAS Legal Claims	Tel:	0117 934 2116

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

Zurich Municipal is a trading name of Zurich Insurance PLC.
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.

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