



Take the risk out of insurance

2017 Pre-Renewal Review  
**Kirkbymoorside Town Council**

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## CLIENT DETAILS AND GENERAL INFORMATION

**Full Client Name** Kirkbymoorside Town Council

**Address** Kirkbymoorside Library Church House, 7 High Market Place, Kirkbymoorside  
York, Yorkshire, YO62 6AT

**Holding insurer:** Aviva

**Long term agreement expiry date:** 01 November 2018

**All employees (inc. LOSC, trainees, apprentices) paid below PAYE threshold:** No

**Employer PAYE No:** 585/FZ60097

### Activities:

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**Trade:** Local Government Authority

**Business description:** Town Council

### Details:

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**Material facts regarding previous insurance:** A loss or claim in the last 5 years

**Where are details of claims provided:** From Acturis Claims module

## PERIOD OF INSURANCE

Effective Date 01 November 2017

Term End Date 31 October 2018

## Commercial Combined

### MATERIAL DAMAGE - THE MOORSIDE ROOM, 9 CHURCH STREET, KIRKBYMOORSIDE, YORK, YORKSHIRE, YO62 6AZ

#### Details

		Agreed (Please tick)	Revision Required (Please specify)
<b>Specified or floating location</b>	Specified Location	<input type="checkbox"/>	
<b>Premises name</b>	<b>Community Group Centre</b>	<input type="checkbox"/>	

#### Covers Requested

		Agreed (Please tick)	Revision Required (Please specify)
<b>Contingencies</b>	All Risks Theft Or Attempted Theft	<input type="checkbox"/>	
<b>Excess (£)</b>	250	<input type="checkbox"/>	

#### Buildings

Building name/ description, Building item type	Cover basis	Method of adjustment, Day 1 percentage	Excess (£)	Sum insured (£)	Agreed (Please tick)	Revision Required (Please specify)
<b>Community Group Centre,</b> Building including landlords fixtures and fittings	Reinstatement	Index Linking, 20.00	250	215,276	<input type="checkbox"/>	

## Contents

### Contents Items

Contents item type	Cover basis	Method of adjustment, Day 1 percentage	Excess (£)	Sum insured (£)	Agreed (Please tick)	Revision Required (Please specify)
Machinery, Plant & All Other Contents	Reinstatement	Index Linking, 20.00	250	5,435	<input type="checkbox"/>	
Audio Video Equipment	Reinstatement	Index Linking, 20.00	250	6,197	<input type="checkbox"/>	

### Specified Contents Items

Contents item type, Item description	Cover basis	Method of adjustment, Day 1 percentage	Territorial limit	Agreed (Please tick)	Revision Required (Please specify)
Curios Pictures And Other Works Of Art, Values exceeding £5,000	Reinstatement	Index Linking, 20.00	On Premises	<input type="checkbox"/>	

## Main Exclusions

### Unless more specifically insured 'Contents' excludes:

- Theft of Works of Art, Rare Books, Gold or Silver articles over £5,000 individual value, or more than £10,000 in total unless more specifically noted.
- Computers/Audio/Visual equipment over £50,000
- Wines/Spirits/Tobacco over £1,000
- Theft of Furs, Jewellery and Precious Stones

## Definitions

**Buildings** including landlords' fixtures & fittings, outbuildings, extensions and annexes adjoining or communicating with the building to which the buildings item relates and boundary walls, gates and fences at The Premises except where such property is more specifically insured.

**MATERIAL DAMAGE - CHURCH HOUSE, 7 HIGH MARKET PLACE, KIRKBYMOORSIDE, YORK, YORKSHIRE, YO62 6AT**

**Details**

		<b>Agreed</b> (Please tick)	<b>Revision Required</b> (Please specify)
<b>Specified or floating location</b>	Specified Location	<input type="checkbox"/>	
<b>Premises name</b>	<b>Town Council Premises</b>	<input type="checkbox"/>	

**Covers Requested**

		<b>Agreed</b> (Please tick)	<b>Revision Required</b> (Please specify)
<b>Contingencies</b>	All Risks Theft Or Attempted Theft	<input type="checkbox"/>	
<b>Excess (£)</b>	250	<input type="checkbox"/>	

**Contents**

**Contents Items**

<b>Contents item type</b>	<b>Cover basis</b>	<b>Method of adjustment, Day 1 percentage</b>	<b>Excess (£)</b>	<b>Sum insured (£)</b>	<b>Agreed</b> (Please tick)	<b>Revision Required</b> (Please specify)
Machinery, Plant & All Other Contents	Reinstatement	Index Linking, 20.00	250	6,806	<input type="checkbox"/>	

**Specified Contents Items**

<b>Contents item type, Item description</b>	<b>Cover basis</b>	<b>Method of adjustment, Day 1 percentage</b>	<b>Territorial limit</b>	<b>Agreed</b> (Please tick)	<b>Revision Required</b> (Please specify)
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<b>Contents item type, Item description</b>	<b>Cover basis</b>	<b>Method of adjustment, Day 1 percentage</b>	<b>Territorial limit</b>	<b>Agreed (Please tick)</b>	<b>Revision Required (Please specify)</b>
Curios Pictures And Other Works Of Art, Values exceeding £5,000	Reinstatement	Index Linking, 20.00	On Premises	<input type="checkbox"/>	

**MATERIAL DAMAGE - RECREATION CLUB, SPORTS FIELD, NEW ROAD, KIRKBYMOORSIDE, YORK, YORKSHIRE, YO62 6DY**

**Details**

		<b>Agreed</b> (Please tick)	<b>Revision Required</b> (Please specify)
<b>Specified or floating location</b>	Specified Location	<input type="checkbox"/>	
<b>Premises name</b>	<b>Recreation Club</b>	<input type="checkbox"/>	

**Covers Requested**

		<b>Agreed</b> (Please tick)	<b>Revision Required</b> (Please specify)
<b>Contingencies</b>	All Risks Theft Or Attempted Theft	<input type="checkbox"/>	
<b>Excess (£)</b>	250	<input type="checkbox"/>	

**Buildings**

<b>Building name/ description, Building item type</b>	<b>Cover basis</b>	<b>Method of adjustment, Day 1 percentage</b>	<b>Excess (£)</b>	<b>Sum insured (£)</b>	<b>Agreed</b> (Please tick)	<b>Revision Required</b> (Please specify)
<b>Recreation Club,</b> Building including landlords fixtures and fittings	Reinstatement	Index Linking, 20.00	250	106,283	<input type="checkbox"/>	

**Contents**

**Contents Items**

<b>Contents item type, Item description</b>	<b>Cover basis</b>	<b>Contingencies</b>	<b>Method of adjustment, Day 1 percentage</b>	<b>Excess (£)</b>	<b>Sum insured (£)</b>	<b>Agreed</b> (Please tick)	<b>Revision Required</b> (Please specify)
Machinery, Plant & All Other Contents	Reinstatement		Index Linking, 20.00	250	10,329	<input type="checkbox"/>	

Contents item type, Item description	Cover basis	Contingencies	Method of adjustment, Day 1 percentage	Excess (£)	Sum insured (£)	Agreed (Please tick)	Revision Required (Please specify)
Contents - Other, Storage Container	Reinstatement	As per section	Index Linking, 20.00	250		<input type="checkbox"/>	

#### Specified Contents Items

Contents item type, Item description	Cover basis	Method of adjustment, Day 1 percentage	Territorial limit	Agreed (Please tick)	Revision Required (Please specify)
Curios Pictures And Other Works Of Art, Values exceeding £5,000	Reinstatement	Index Linking, 20.00	On Premises	<input type="checkbox"/>	



**MATERIAL DAMAGE - ANYWHERE WITHIN POSTCODE OF KIRKBYMOORSIDE YO62 6LT**

**Details**

		<b>Agreed</b> (Please tick)	<b>Revision Required</b> (Please specify)
<b>Specified or floating location</b>	Floating Location	<input type="checkbox"/>	

**Covers Requested**

		<b>Agreed</b> (Please tick)	<b>Revision Required</b> (Please specify)
<b>Contingencies</b>	All Risks Theft Or Attempted Theft	<input type="checkbox"/>	
<b>Excess (£)</b>	250	<input type="checkbox"/>	

**Buildings**

<b>Building name/ description</b>	<b>Cover basis</b>	<b>Method of adjustment, Day 1 percentage</b>	<b>Excess (£)</b>	<b>Sum insured (£)</b>	<b>Agreed</b> (Please tick)	<b>Revision Required</b> (Please specify)
Street Furniture (128*Lampposts, 66*Public Seats, Bus Shelter)	Reinstatement	Index Linking, 20.00	250	52,645	<input type="checkbox"/>	
Playground Equipment & Surfaces	Reinstatement	Index Linking, 20.00	250	35,749	<input type="checkbox"/>	
Mosaic at Ryedale View	Reinstatement	Index Linking, 20.00	250	7,389	<input type="checkbox"/>	
Walls, Gates & Fences	Reinstatement	Index Linking, 20.00	250	3,891	<input type="checkbox"/>	
Old Road Play Area and Skate Park, Old Road, Kirkbymoorside, YO62 6LT	Reinstatement	Index Linking, 20.00	250	145,409	<input type="checkbox"/>	

## **Deductible**

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The excess is amended to Nil in respect of loss or damage as a result of Fire, Lightning, Explosion, Aircraft, Riot, Civil Commotion, Strikers, Locked out workers, Persons taking part in labour disturbances and Earthquake.

## **Main Exclusions**

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- Gradual deterioration or wear and tear.
- Damage caused by or consisting of subsidence, ground heave or landslip – unless more specifically insured.
- Theft **from** Buildings **unless** involving violent or forced entry or exit.
- Damage to gates, fences &/or moveable property in the open by wind, rain, hail, sleet or snow, flood & dust.
- Damage while any building is unoccupied or disused caused by escape of water or malicious persons.
- Acts of fraud or dishonesty, disappearance, unexplained or inventory shortage.
- Terrorism, Pollution or Contamination
- War, Invasion or Act of Foreign enemy.
- Ionising radiations, contamination or radioactivity from any nuclear fuel or nuclear waste

For full details of specific exclusions please refer to the policy documentation.

## **Main Extensions**

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- Removal of Debris
- Outbuildings
- Metered Water
- Capital Additions
- Professional Fees
- Trace & Access
- Fire Brigade Damage
- Fire Extinguishing Expenses
- Non-Invalidation
- Cleaning/Clearing of Drains/Sewers & Gutters following Damage by an Insured event
- Services while in adjoining yards, on roadways or underground
- European Union & Public Authorities
- Temporary removal for cleaning or renovation

## **Theft Damage to Buildings**

Where buildings are insured cover extends to include theft or attempted theft damage to buildings at the insured premises or for which you are responsible subject to an excess of £250.00.

#### Excluding

- Damage caused to any property other than the buildings
- Caused by any person lawfully on the Premises
- While the building is unoccupied or disused
- More specifically insured by you or on your behalf

### **Terms and Conditions**

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If in relation to any claim you have failed to fulfil any of the following conditions you will lose your right to indemnity or payment for that claim.

#### **Reasonable Precautions**

- You must maintain the Premises, machinery, plant and equipment in a satisfactory state of repair
- Take all reasonable precautions to prevent; loss or destruction of or damage to the Property Insured; accident or injury to any person or loss destruction or damage to their property.

#### **Average**

Where a Sum insured is stated to be subject to average, this means that if at the time of Damage, the Sum insured is less than the total value, you will be responsible for the difference; bear a proportionate share of the loss.

#### **Fire Extinguishing Appliances**

You must maintain all fire extinguishing appliances on the premises, so far as your responsibility extends, in proper working order.

#### **Change of Occupancy**

You must inform insurers immediately if any building in the Schedule becomes unoccupied or disused or if any unoccupied or disused building becomes occupied or part occupied.

#### **Protections**

Whenever the Premises are closed for business or left unattended you **must** ensure that all security devices provided to protect the Premises are properly fitted and put into full operation.

#### **Minimum Standards of Security**



See policy wording for full details of requirements.

## BUSINESS INTERRUPTION

### Covers Requested

Premises name	Cover basis	Indemnity period (months)	Contingencies	Business interruption sum insured (£)	Agreed (Please tick)	Revision Required (Please specify)
The premises as shown in the schedule	Increased Cost of Working Only	12	As Material Damage section	50,000	<input type="checkbox"/>	
The premises as shown in the schedule	Professional Accountant Charges	24	As Material Damage section	1,000	<input type="checkbox"/>	

### Extensions

BI extensions	Details	Sum insured (£)	Indemnity period (months)	Agreed (Please tick)	Revision Required (Please specify)
Denial Of Access	Prevention of Access	10,000		<input type="checkbox"/>	
Diseases, Murder, Suicide, Defective Sanitation	Notifiable Disease at All Other Premises	10,000	3	<input type="checkbox"/>	
Public Utilities - (Terminal Ends)	Full failure of utilities - Electricity, Gas, Water & Telecommunications	10,000		<input type="checkbox"/>	

### Specified Cover

#### Notifiable Diseases at All Other Premises

Indemnity in respect of loss resulting from interference of or interference with The business due to:

- 1) Notifiable Disease at the premises
- 2) Harmful organism, which restricts the use of The Premises on the order or advice of the competent authority
- 3) Vermin Pest or Defective Sanitation
- 4) Murder or Suicide

### **Full failure of Utilities - Electricity**

We will indemnify You in respect of loss resulting from interruption or interference with The Business as a result of accidental failure of Your supply of electricity at the terminal ends of Your suppliers feed to The Premises

We will not indemnify You in respect of accidental failure

- 1) caused by the deliberate act of any supply authority
- 2) caused by the exercise of any supply authority's power to withdraw or restrict supply or services
- 3) caused by industrial action
- 4) other than in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man
- 5) lasting less than four hours

### **Full failure of Utilities - Gas**

We will indemnify You in respect of loss resulting from interruption or interference with The Business as a result of accidental failure of Your supply of gas at the terminal ends of Your suppliers feed to The Premises.

We will not indemnify You in respect of accidental failure

- 1) caused by the deliberate act of any supply authority
- 2) caused by the exercise of any supply authority's power to withdraw or restrict supply or services
- 3) caused by industrial action
- 4) other than in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man
- 5) lasting less than four hours

### **Full Failure of Utilities - Water**

We will indemnify You in respect of loss resulting from interruption or interference with The Business as a result of accidental failure of Your supply of water at the terminal ends of Your suppliers feed to The Premises

We will not indemnify You in respect of accidental failure

- 1) caused by the deliberate act of any supply authority
- 2) caused by the exercise of any supply authority's power to withdraw or restrict supply or services
- 3) caused by industrial action
- 4) caused by drought or other weather conditions unless equipment has been damaged
- 5) other than in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man
- 6) lasting less than four hours

### **Full Failure of Utilities – Telecommunications**

We will indemnify You in respect of loss resulting from interruption or interference with The Business as a result of accidental failure of Your supply of telecommunications

at the incoming line terminals or receivers at The Premises

We will not indemnify You in respect of accidental failure

- 1) caused by the deliberate act of any supply authority
- 2) caused by the exercise of any supply authority's power to withdraw or restrict supply or services
- 3) caused by industrial action
- 4) caused by drought
- 5) caused by atmospheric or weather conditions but this will not exclude accidental failure due to Damage to equipment caused by such conditions
- 6) other than in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man
- 7) caused by failure of any satellite
- 8) lasting less than 24 consecutive hours.

### **Franchise**

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Franchise applicable to Utilities of Gas, Electricity & Water - 4 hours

Franchise applicable to Telecommunications - 24 hours

### **Definitions**

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#### **Prevention of Access**

Property in the vicinity of The Premises which causes a loss of custom to The Business directly due to a reduction in customers visiting the area.

## GLASS

### Details

		Agreed (Please tick)	Revision Required (Please specify)
Premises name	All Internal & External glass at the premises specified in the Material Damage section	<input type="checkbox"/>	

### Covers Requested

		Agreed (Please tick)	Revision Required (Please specify)
Glass sum insured basis	Limited	<input type="checkbox"/>	
Sum insured (£)	2,000	<input type="checkbox"/>	

### Glass Sum Insured

		Agreed (Please tick)	Revision Required (Please specify)
Excess (£)	250	<input type="checkbox"/>	

### Specified Cover

- Breakage including the cost of boarding up
- Damage at the premises to contents of display windows, window & door frames
- The cost of removing and reinstating obstructions to replacing glass
- The cost of replacing alarm foil, lettering, painting, embossing, silvering or other ornamental work on glass
- Breakage of fixed washhand basins, pedestals, lavatory bowls & cisterns



## EMPLOYERS LIABILITY

### Covers Requested

		Agreed (Please tick)	Revision Required (Please specify)
Indemnity limit (£)	10,000,000	<input type="checkbox"/>	
Geographical limit	Worldwide	<input type="checkbox"/>	

### Annual Wage Estimates

Activities	Description of activity	Number of employees	Wageroll employees only (next 12 months) (£)	Agreed (Please tick)	Revision Required (Please specify)
Clerical Or Non Manual Work		Please provide how many?	23,720	<input type="checkbox"/>	
Manual Work		0		<input type="checkbox"/>	
Volunteers		0		<input type="checkbox"/>	

### Main Exclusions

- Work in or on and travel to, from or within any offshore accommodation, exploration, drilling or production rig, platform or support vessel.
- Bodily injury sustained by an employee when such person is carried in or upon a vehicle, entering or getting on to, or alighting from, a vehicle where any road traffic legislation requires insurance or security.
- Liquidated damages, fines, penalties
- Terrorism - inner limit £5,000,000 applies including costs and expenses.

### Main Extensions

- Contractual liability
- Cross liabilities
- Payment for Court Attendance
- Unsatisfied Court Judgements

- Legal Expenses arising from Health & Safety Legislation
- Legal Expenses arising from the Corporate Manslaughter and Corporate Homicide Act 2007

## **Definitions**

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### **Employee**

Any person who is:

- Under a contract of service or apprenticeship
- Borrowed or hired
- Self-Employed
- Under work experience or training scheme
- A voluntary helper
- A Council member

While working under your control in connection with the Business.

- An outworker or homeworker when engaged in work on your behalf

## PUBLIC LIABILITY

### Covers Requested

		Agreed (Please tick)	Revision Required (Please specify)
Indemnity limit (£)	5,000,000	<input type="checkbox"/>	
Geographical limit	Worldwide	<input type="checkbox"/>	
Jurisdiction	UK	<input type="checkbox"/>	
Excess (£)	250	<input type="checkbox"/>	

### Annual Turnover Estimates

Description of activity	Agreed (Please tick)	Revision Required (Please specify)
Precept - please provide figures	<input type="checkbox"/>	

### Annual Wage Estimates

	Activities	Wageroll (next twelve months) (£)	Agreed (Please tick)	Revision Required (Please specify)
Employee & principals wage breakdown	Clerical Or Non Manual Work	23,720	<input type="checkbox"/>	
Employee & principals wage breakdown	Manual Work	0	<input type="checkbox"/>	

### Main Exclusions

Indemnity is not provided in relation to:

- Injury to any Employee
- Liability arising from Products supplied
- Pollution or Contamination other than caused by a sudden, identifiable, unintended & unexpected incident

- Ownership, possession or use of aircraft, aerial device, hovercraft or watercraft exceeding 8 metres in length
- Advice, Design, Specification or Formulae provided for a fee or under a separate contract
- Terrorism - inner limit £2,000,000 applies including costs and expenses
- Asbestos including any product containing asbestos

## **Endorsements**

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### **SKATEBOARD PARKS**

If in relation to any claim you have failed to fulfil any of the following conditions, you will lose your right to indemnity payment for that claim.

You **must** ensure that in connection with the skateboard parks

- All structures including the skating surfaces are manufactured and installed to the correct standards and maintained in good condition.
- Inspected at least weekly by a competent person
- All defects or risks to health & safety are immediately rectified or the structure taken out of use
- Erect where necessary suitable signs relative to the safe use of the facility
- Determine where supervision is necessary and ensure that it is provided

Indemnity will not be provided in respect of Bodily injury to persons taking part in activities unless by defects in the structure.

### **Discussed with client & Agreed - Yes/No**

### **PLAYGROUND & AMUSEMENT DEVICES**

If in relation to any claim you have failed to fulfil any of the following conditions, you will lose your right to indemnity payment for that claim.

You **must** ensure that in connection with playground and amusement devices

- All equipment, devices and facilities, including sand pits and paddling pools are installed to the correct standards and maintained in good condition.
- Inspected at least weekly by a competent person
- All defects or risks to health & safety are immediately rectified or the structure taken out of use
- Erect where necessary suitable signs relative to the safe use of the facility
- Determine where supervision is necessary and ensure that it is provided

Indemnity will not be provided in respect of the operation of mechanically powered passenger carrying amusement devices, skateboard parks or inflatable devices other than those shown in the schedule.

### **Discussed with client & agreed - Yes/No**

## TREE FELLING IN BUILT UP AREAS

(1) If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You **must** ensure that in connection with the felling or lopping of trees within 30 metres of any building, road, railway, overhead lines or overhead cables

- (a) a risk assessment is carried out in order that safe working procedures are established.
- (b) for any public roads that are likely to be affected
  - (i) You must advise the police and comply with their recommendations.
  - (ii) warning notices must be posted and, if necessary, the road closed.
- (c) where it is necessary to close any road You must remove all timber and debris before it is reopened.
- (d) where a fire is lit
  - (i) it must not be left unattended.
  - (ii) it must be extinguished at least 60 minutes before leaving the area.
  - (iii) adequate and suitable equipment must be kept in readiness at all times to control or extinguish the fire.

(2) We will not provide indemnity

- (a) in respect of
  - (i) the use of explosives or defoliant chemicals.
  - (ii) the breach of any restrictive covenant or preservation order unless such liability would have arisen in the absence of the restrictive covenant or preservation order.
- (b) for the first £250 of Compensation, Costs and Expenses in respect of Damage to Property as a result of the felling or lopping of trees.

## INFLATABLE DEVICES CONDITION

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must ensure that

- (1) all operators have sufficient training and knowledge to understand the procedures and rules regarding the safe use and operation of such devices.
- (2) the maximum number of persons allowed in or on such devices at any time will not exceed the number outlined in the manufacturers' guidelines or recommendations and such devices are supervised at all times by the operator(s).
- (3) all outdoor devices have adequate anchorage points which must be used at all times.
- (4) all devices are inspected
  - (a) daily prior to use

- and
- (b) at least annually by a competent person and the records of such inspections retained by You for 3 years
- and
- (i) all defects or risks to health & safety immediately rectified
- or
- (ii) the device taken out of use until satisfactorily repaired.
- (5) where hired in
- (a) You have in place a system of check to ensure that the supplier(s) of the inflatable device(s) has Public and Products Liability insurance and that You keep a written record of their insurer and policy number
- and
- (b) the limit of indemnity under such policy is at least equivalent to the limit of indemnity under the Public and Products Liability Section of this policy.

#### BURNING OF WASTE

- (1) If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim. You must ensure that in connection with the burning of waste, timber or other materials
- a) materials to be burned must firstly be checked to ensure there are no explosive substances or pressurised containers.
- b) fires
- i. must not be left unattended.
- ii. must be extinguished at least 60 minutes before leaving the premises.
- c) the premises must be checked immediately before leaving and any smouldering or flames discovered extinguished.
- d) adequate and suitable equipment must be kept in readiness at all times to control or extinguish fire.
- (2) We will not provide indemnity for the first £250 of Compensation, Costs and Expenses in respect of Damage to Property as a result of the burning of waste, timber or other materials.

#### Main Extensions

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- Cross liabilities
- Defective premises
- Contractual liability
- Hired or rented premises
- Motor Contingent Liability
- Overseas Personal Liability
- Payment for Court attendance
- Employees' and Visitors' Personal belongings
- Legal Expenses arising from Health & Safety Legislation
- Legal Expenses arising from Consumer Protection Act 1987 and Food Safety Act 1990
- Legal Expenses arising from the Corporate Manslaughter and Corporate Homicide Act 2007

## **LIBEL & SLANDER**

Indemnity in respect of Compensation, Costs and Expenses as a result of:

- Libels in any publication
- Slanders made in the course of the business
- Infringement of any trade mark, registered design, copyright or patent right arising from the contents of any publication
- Slander of title to goods.

Limit of Indemnity any one claim and the total in any one period of Insurance - **£250,000**

Indemnity will not be provided in respect of:

- Withdrawing, recalling or replacing any publication
- Liability imposed solely by reason of the terms of any contract conditions or agreement
- actions brought in a court of law outside of the defined territories
- ten percent of each and every claim or £1,000 whichever is the lower

## **ENVIRONMENTAL STATUTORY CLEAN-UP COSTS**

Indemnity against the costs of carrying out Remediation and/or paying for clean-up costs pursuant to a lawful notice or demand served upon the Insured under any environmental protection legislation in GB, Northern Ireland, IOM, or the Channel Islands by any Enforcing Authority provided that such cost or costs arise 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.

Limit of Liability - £1,000,000 including Costs and Expenses in respect of all events in any one period of insurance.

Indemnity will not be provided in relation to:

- Any work in respect of property which you own or is loaned, leased, hired or rented to you
- Which is held in trust or in your custody or control
- Any other party who is carrying out work on your behalf
- Where indemnity is provided by another policy including Building contracts issued by the Joint Contracts Tribunal (JCT).
- Reinstatement or reintroduction of flora or fauna
- Fine or Penalties
- Complementary or Compensatory remediation
- Preventative costs
- Improvement or alteration

## **INDEMNITY TO HIRER**

Indemnity to any individual or group who hire The Premises for non-commercial activities as being for the benefit of the local community.

Limit of Indemnity - **£2,000,000** any one claim

Indemnity will not be provided in relation to

- Any commercial or business hire
- Any individual, club, organisation, society or group who hire The Premises on a regular weekly or monthly basis
- Where indemnity is provided by another policy

## **To Be Noted**

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### **Additional information**

- Do the council undertake any work with children under the age of 16
- Do the council organise overseas twinning involving children
- Are the council responsible for Public Parks / toilets, playgrounds, skateboard parks or car parks?

If yes to any of these please provide further details.

### **Annual Events**

List of events as declared and agreed by insurers

Christmas Lights



## PRODUCTS LIABILITY

### Covers Requested

		<b>Agreed</b> (Please tick)	<b>Revision Required</b> (Please specify)
<b>Indemnity limit (£)</b>	5,000,000	<input type="checkbox"/>	
<b>Jurisdiction</b>	UK	<input type="checkbox"/>	
<b>Excess (£)</b>	250	<input type="checkbox"/>	

## FIDELITY GUARANTEE

### Additional Covers

	Employee category	Limit of indemnity (£)	Excess (£)	Agreed (Please tick)	Revision Required (Please specify)
Cover limit for any one loss	Employees & Council Members	210,000	500	<input type="checkbox"/>	

### Main Exclusions

Indemnity will not be provided in respect of:

- Penalties & Fines
- Malicious damage including computer Viruses, Worms, Trojan horses and the like
- Loss of and/or damage to proprietary information or confidential information of any kind
- Loss resulting from any ATM or Cash point machine
- Terrorism
- Subsequent acts of a suspected party

*For full details & the terms & conditions please see the policy wording.*

### Conditions Precedent

#### Satisfactory References

You will be required to produce satisfactory references for all Members of Staff involved in any loss whose employment with you commenced on or after the Reference date.

If in the event of a claim you are unable to produce References for a member of staff or every member of staff acting in collusion the Insurers maximum liability will be the lowest of

- (i) ten percent (one tenth) of the Limit of Indemnity
- (ii) ten percent (one tenth) of any lower limit applicable to the claim
- (iii) £50,000

*See policy details for full terms and conditions.*

## **Compliance with Controls**

Indemnity will not be provided if you have not complied with and operated any one or more of The Controls which is material to any part of that claim unless you can conclusively demonstrate that this non-compliance was an inadvertent breach of The Controls.

If payment is agreed in whole or in part where you did not comply with or operate The Controls the amount of the Excess applicable to that claim will be increased to £5,000.

### ***The controls***

- Audit
- Cheque Issue
- Wage-roll
- Money received and Banking
- Debtors
- Reconciliation
- Cash balances, Floats & Petty Cash
- Stock Control
- Purchases
- Computer Security
- Funds transfer controls

*For full details & the terms & conditions please see the policy wording.*

## LEGAL EXPENSES

### Standard Cover

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#### Covers Requested

		Agreed (Please tick)	Revision Required (Please specify)
Limit of indemnity (£)	100,000	<input type="checkbox"/>	

#### Annual Wage Estimates

		Agreed (Please tick)	Revision Required (Please specify)
Wageroll (next twelve months) (£)	23,720	<input type="checkbox"/>	

### Specified Cover

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Indemnity in respect of

- Employment disputes
- Compensation awards
- Service occupancy
- Legal defence
- Property protection
- Bodily injury
- Tax protection

### Deductible

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The first £200 of Costs & Expenses of tax aspect enquiries.

Other additional excesses applicable for Optional extra covers (if selected)

### Main Exclusions

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Indemnity will not be provided in respect of

- Any claim reported to insurers more than 180 days after the date the Insured Person should have known about the claim
- Any costs and Expenses incurred before the written acceptance by the claims administrator of a claim
- 'Prospect of Success' - You must have a greater chance of winning a case than not
- Claims in excess of £2,000 in relation to tax aspect enquiries

## **Main Extensions**

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### **Optional extra covers - indicate if required**

- Contract disputes
- Tenancy disputes
- Statutory licence
- Debt recovery

## **Conditions Precedent**

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Cover under the compensation award section of the policy is dependent upon certain terms and conditions being met often including the need to take and follow advice from the Legal Advice Helpline - 0845 300 1899.

The main circumstances that would give rise to the need to contact the advice line would be the following scenarios

- You are considering disciplining and giving an employee at least a written warning
- The employee has submitted a grievance or complaint which should be properly treated as a grievance
- You are proposing to terminate a fixed term contract
- You are proposing to make a person redundant
- When you received a discrimination questionnaire, or equal pay questionnaire

Under the terms of the policy it is **important** to note that in cases involving breach of statutory duty, i.e. discrimination and public interest disclosure matters the compensation awards cover will not be applicable if legal advice was not sought and followed from the advice line.

## ALL RISKS

		Agreed (Please tick)	Revision Required (Please specify)
Cover type	All Risks	<input type="checkbox"/>	

### Covers Requested

		Agreed (Please tick)	Revision Required (Please specify)		
Cover basis	Reinstatement	<input type="checkbox"/>			
Method of adjustment	Index Linking	<input type="checkbox"/>			
Geographical limit	UK	<input type="checkbox"/>			
Description of insured risk/property	Geographical limit	Excess (£)	Sum insured/limit of indemnity (£)	Agreed (Please tick)	Revision Required (Please specify)
Regalia	Worldwide	50	3,041	<input type="checkbox"/>	
Christmas lights	UK	50	5,712	<input type="checkbox"/>	

### Deductible

The excess is amended to Nil in respect of damage as a result of Fire, Lightning or Explosion.

### Main Exclusions

For full details of specific exclusions please refer to the policy documentation:

- Gradual deterioration or wear and tear.
- Damage caused by or consisting of subsidence, ground heave or landslip – unless more specifically insured.
- Mechanical or electrical breakdown or derangement.
- Theft or attempted theft from any unattended motor vehicle unless there is evidence of forcible and violent entry into the vehicle.
- Damage while any building is unoccupied or disused caused by escape of water or malicious persons, theft or attempted theft.
- Acts of fraud or dishonesty, disappearance, unexplained or inventory shortage.

- Terrorism, Pollution or Contamination
- War, Invasion or Act of Foreign enemy.
- Ionising radiations, contamination or radioactivity from any nuclear fuel or nuclear waste

### **Main Extensions**

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The Geographical limit for Regalia extends to include transit and whilst temporarily removed anywhere in the World for up to 90 consecutive days.

The Geographical limit for all other All Risks items applies anywhere in the UK including transit.

## OFFICIALS INDEMNITY

		Agreed (Please tick)	Revision Required (Please specify)
Cover type	Other	<input type="checkbox"/>	
Other cover if not listed	Officials Indemnity	<input type="checkbox"/>	

### Covers Requested

		Agreed (Please tick)	Revision Required (Please specify)	
Cover basis	Other	<input type="checkbox"/>		
Other cover basis if not listed	Loss arising from a claim as a result of a Wrongful Act provided that such claim is first made and notified during the period of insurance.	<input type="checkbox"/>		
Description of insured risk/property	Geographical limit	Sum insured/limit of indemnity (£)	Agreed (Please tick)	Revision Required (Please specify)
Officials Indemnity - Any Employee, Officer or Council Member of The Authority	As per section	250,000	<input type="checkbox"/>	

### Main Exclusions

- Claims prior to the Inception date
- Claims where there are no prospects of success
- Fraud or Gain
- Professional Services
- Pension or Saving Schemes
- Asbestos
- Terrorism



## **Main Extensions**

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### **Heirs, Spouses or Legal Representatives**

In the event of an Insured Person's death, incapacity, insolvency or bankruptcy:

Indemnity will be provided to their lawful heirs, marital spouses, estate or legal representatives in respect of their legal liability by reason of their lawful status for Loss arising from a Claim as the result of a Wrongful Act.

### **Representation Costs**

Indemnity in respect of The Authority or any Insured Person any reasonable costs and expenses incurred by them for representation at properly constituted hearings, tribunals or proceedings.

The total liability under this extension shall not exceed £15,000 in any one period of insurance.

*Please refer to the policy for full terms and conditions.*

## **Definitions**

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### **Wrongful Act**

Any actual or alleged:

- Breach of duty including statutory duty
- Negligent act, error or omission
- Defamation
- Breach of warranty of authority
- Misstatement or misleading statement

Committed in good faith by an Insured person in their capacity as a Member or Officer of The Authority.

## **Conditions Precedent**

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### **Claims Conditions**

If in relation to any claim, The Authority fails to fulfil or observe the conditions imposed upon them the Authority or any Insured Person will lose their right to indemnity or payment for that claim:

- Claims Notification
- Admission of Liability
- Claims Control & Subrogation

*Please refer to the Policy for full details of the terms of this condition.*

#### **To Be Noted**

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#### **Retroactive Date - Officials Indemnity**

01/06/2008

## TRAVEL

		Agreed (Please tick)	Revision Required (Please specify)
Cover type	Travel	<input type="checkbox"/>	

### Covers Requested

		Agreed (Please tick)	Revision Required (Please specify)			
Cover basis	Other	<input type="checkbox"/>				
Other cover basis if not listed	Any authorised journey in connection with the business including any ancillary holiday	<input type="checkbox"/>				
Geographical limit	Worldwide	<input type="checkbox"/>				
Description of insured risk/property	Contingencies	Geographical limit	Excess (£)	Sum insured/limit of indemnity (£)	Agreed (Please tick)	Revision Required (Please specify)
Medical Expenses	Automatic for cover	As per section	25	1,000,000	<input type="checkbox"/>	
Baggage &/or Personal Property	Automatic for cover	As per section	25	2,000	<input type="checkbox"/>	
Money & Cheques		As per section	25	1,000	<input type="checkbox"/>	
Cancellation, Curtailment or Change of Itinerary	Automatic for cover	As per section		2,000	<input type="checkbox"/>	
Travel Delay & Missed Departure		As per section		500	<input type="checkbox"/>	
Personal Liability	Automatic for cover	As per section		2,000,000	<input type="checkbox"/>	
Hijack	Automatic for cover	As per section		250	<input type="checkbox"/>	

## **Specified Cover**

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### **Travel Delay & Missed Departure**

£20 for the first complete 12 hour delay and £50 for each complete 12 hour delay thereafter but not exceeding the amount paid in respect of fares for such delayed travel or £500 whichever is the lesser.

### **Main Exclusions**

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- Strike, Industrial Action, Riot or Civil Commotion
- Failure to get written confirmation from the carrier of missed departure
- Withdrawal from service of any aircraft, train or sea vessel on the order or recommendation of the manufacturer, civil aviation authority, port authority or similar body.
  
- UK Medical Expenses
- Travelling against medical advice of a registered medical practitioner
- Theft from unattended vehicles unless items are secured and locked out of sight
- Cancellation costs from the death, injury or sickness of persons aged over 75
- Accidental bodily injury sustained or sickness contracted by any person aged over the age of 80 years

### **Endorsements**

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The Maximum liability in respect of cash bank or currency notes being carried at any one time shall be limited to £750.00

### **Main Extensions**

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Hospital expenses outside of the UK - £25 for each complete 24 hour period that the Insured Person spends in hospital up to a maximum of £1,000

Replacement Personnel - necessary costs incurred in transporting the replacement personnel up to a maximum of £5,000 in total any one claim subject to an excess of £25 of each and every claim for each insured person.

Temporary Loss of baggage &/or personal belongings for at least four hours from the time of arrival - emergency and necessary purchases subject to a limit of £300 any one claim.

Fraudulent use of Credit Cards - up to a maximum of £500

Emergency Passport Expenses - up to a maximum of £250 subject to an excess of £25 each & every claim



## PERSONAL ACCIDENT

### Group PA - All Clerical Employees

#### Details

		Agreed (Please tick)	Revision Required (Please specify)
<b>Activities</b>	Clerical Or Non Manual Work	<input type="checkbox"/>	

#### Covers Requested

		Agreed (Please tick)	Revision Required (Please specify)
<b>Cover basis</b>	24 Hour	<input type="checkbox"/>	
<b>Accumulation limit any other occurrence (£)</b>	1,000,000	<input type="checkbox"/>	

#### Annual Wage Estimates

		Agreed (Please tick)	Revision Required (Please specify)
<b>Annual waggeroll (£)</b>	23,720	<input type="checkbox"/>	

#### Benefits

Benefit amount type	Benefits payable	Weeks payable	Amount of benefit (£)	Agreed (Please tick)	Revision Required (Please specify)
Flat sum	Death and other capital benefits		20,000	<input type="checkbox"/>	
Flat sum	Temporary Total Disablement	104	200	<input type="checkbox"/>	
Flat sum	Temporary Partial Disablement	104	100	<input type="checkbox"/>	

**Group PA - All manual Employees**

**Details**

		<b>Agreed</b> (Please tick)	<b>Revision Required</b> (Please specify)
<b>Number of people</b>	0	<input type="checkbox"/>	
<b>Activities</b>	Manual Work	<input type="checkbox"/>	

**Covers Requested**

		<b>Agreed</b> (Please tick)	<b>Revision Required</b> (Please specify)
<b>Cover basis</b>	24 Hour	<input type="checkbox"/>	
<b>Accumulation limit any other occurrence (£)</b>	1,000,000	<input type="checkbox"/>	

**Benefits**

<b>Benefit amount type</b>	<b>Benefits payable</b>	<b>Agreed</b> (Please tick)	<b>Revision Required</b> (Please specify)
Flat sum	Death and other capital benefits	<input type="checkbox"/>	
Flat sum	Temporary Total Disablement	<input type="checkbox"/>	
Flat sum	Temporary Partial Disablement	<input type="checkbox"/>	

**Group PA - Council Members**

**Details**

		<b>Agreed</b> (Please tick)	<b>Revision Required</b> (Please specify)

		Agreed (Please tick)	Revision Required (Please specify)
Number of people	9	<input type="checkbox"/>	

#### Covers Requested

		Agreed (Please tick)	Revision Required (Please specify)
Cover basis	24 Hour	<input type="checkbox"/>	
Accumulation limit any other occurrence (£)	1,000,000	<input type="checkbox"/>	

#### Benefits

Benefit amount type	Benefits payable	Weeks payable	Amount of benefit (£)	Agreed (Please tick)	Revision Required (Please specify)
Flat sum	Death and other capital benefits		20,000	<input type="checkbox"/>	
Flat sum	Temporary Total Disablement	104	200	<input type="checkbox"/>	
Flat sum	Temporary Partial Disablement	104	100	<input type="checkbox"/>	

#### Main Exclusions

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- Suicide or attempted suicide
- Hazardous sports & pursuits - for full details refer to the policy wording.
- Pregnancy or Childbirth
- Effects of alcohol or drugs
- Treatment for drug addiction
- Terrorism

#### Endorsements

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Age Limit for Insured persons are those whose ages are less than or equal to 80 years of age, unless specifically extended to include specified individuals.



## **Main Extensions**

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Cover under benefits for Temporary Total Disablement & Temporary Partial Disablement includes Medical Expenses up to Fifteen per cent of this amount in respect of medical expenses incurred.

## CLAIMS HISTORY

Date	Policy Number	Cause	Description	Fully Settled?	Paid (£)	Reserve (£)	Recovered (£)	Total (£)
28 October 2011	37171062	Accidental Damage	Mosaic damage at Ryedale Park	Yes	0.00	0.00	0.00	0.00
14 May 2012	37171062	Accidental Damage	veh hit noticeboard and railings	Yes	0.00	0.00	0.00	0.00
30 August 2012	37171062	Malicious Damage	Skatepark ramp damaged	Yes	0.00	0.00	0.00	0.00
02 January 2014	37171062	Storm	Storm Damage to Christmas Lights	Yes	786.50	0.00	0.00	786.50
07 January 2014	37171062	Malicious Damage	Rosedale benches in Market Place damaged	Yes	340.00	0.00	0.00	340.00
<b>Total (£):</b>					1,126.50	0.00	0.00	1,126.50