

Council Guard Quote

Welcome to RSA.

You should read this Schedule in conjunction with your Policy Summary.

These details are a record of the information provided to RSA. It is also essential that you read all of the clauses applying to your Policy as these contain important information that may affect your Policy cover.

Quote Number:

Your Details:

Policyholder: Kirkbymoorside Town Council

Correspondence Address: Church House, 7 High Market Place, Kirkbymoorside, York, Yorkshire, YO62 6AT

Business Description: Town Council

Your Intermediary's Details:

Intermediary Name: WPS Insurance Brokers

Address: Spargo House 10 Budshead Way, Devon, PL6 5FE

Your Policy Dates:

Period of Insurance: 01/11/2019 To: 31/10/2020

Renewal Date: 01/11/2020

Your Premium Information:

First Premium: £1,968.02

Insurance Premium Tax: £236.17

Total Amount Due: £2,204.19

Long Term Agreement Expiry Date: 31 October 2022

Low Claims Rebate: No

Reason for Issue: 2019 Quotation

Royal & Sun Alliance Insurance plc (No. 93792).

Registered in England and Wales at St. Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. For your protection, telephone calls will be recorded and may be monitored



If there are any additional Policy-level Clauses applicable, these are shown below

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Rate Stability Agreement

Policyholder : Kirkbymoorside Town Council

Policy No. : n/a (Quotation)

Company : RSA

Period of Agreement : From 01/11/2019 to 31/10/2022

Initial Period : From 01/11/2019 to 31/10/2020

Second Period : From 01/11/2020 to 31/10/2021

Third Period : From 01/11/2021 to 31/10/2022

For the Period of Agreement shown above and subject to the Adjustment Provisions specified herein the Policyholder agrees to maintain the policy in force and the Company agree to calculate the premium on the sums insured applicable for the Initial Period and the following rates thereafter

Second Period : at the rates applicable for the Initial Period

Third Period : at the rates applicable for the Second Period

Provisos

Provided that

1. the Company may also vary the terms of the policy in accordance with the Special Provisions defined herein
2. any imposition of or increase in any levy or tax on premiums or contribution to governmental or non-governmental insurance schemes or pools will be borne by the Insured
3. all other terms definitions provisions extensions exclusions and conditions of the policy will continue to apply

Definitions

1. Loss Ratio shall mean the percentage which the total of paid claims outstanding reserves (as established by the Insurers) and related loss adjustment expenses incurred during the Initial Period or the Second Period bears to the Earned Premium for the same Initial or Second period
2. Prior Years Loss Ratio shall mean the percentage which the total of paid claims outstanding reserves (as established by or declared to the Insurers) and related loss adjustment expenses incurred during the three years prior to commencement of the agreement bears to the Prior Years Earned Premium
3. Earned Premium means the total of the premiums paid or payable for the period including adjustments but excluding commission or any taxes or levies on premiums or contributions to governmental or non-governmental insurance schemes or pools
4. Prior Years Earned Premium means three times the total of the premium paid or payable to the Company for the Initial Period of the Agreement or three times the total of the Earned Premium for the first twelve months of the Agreement whichever is the less including adjustments but excluding commission or any taxes or levies on premiums or contributions to governmental or non-governmental insurance schemes or pools

Adjustment Provision

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1 If at the expiry of the Initial Period
a) the Loss Ratio exceeds 40% for the Initial Period or
b) the Prior Years Loss Ratio exceeds 30%
the Company reserve the right to terminate the Agreement or re-negotiate the premium or rates for application to the Second Period

2 If at the expiry of the Second Period
a. the Loss Ratio exceeds 40% for each of the Initial and Second Periods or
b. the Prior Years Loss Ratio exceeds 30%
the Company reserve the right to terminate the Agreement or re-negotiate the premium or rates for application to the Third Period

3 Any premiums or claims in respect of any reinsurance to governmental or non-governmental insurance schemes or pools shall not be taken into account in arriving at the Loss Ratio or Earned Premium

Special Provisions

Declaration of Claims

A declaration of all paid and outstanding claims by the previous Insurer for the three years prior to the commencement of this agreement shall be provided to the Company prior to the expiry of the Initial Period and prior to the expiry of the Second Period for the purposes of calculating the Prior Years Loss Ratio

In respect of any class of business provided by the Policy that were placed with the Company for the full period of three years prior to the commencement of the Agreement a declaration of claims is not required

Rights of the Company

The Company reserve the right regardless of the Loss Ratio to:

- 1 adjust the premium or rates restrict the cover or vary the terms or conditions to reflect changes which have a material effect upon the scope of cover or indemnity provided by the policy or extent of risk being
 - a) acquisitions or disposals of property or companies or changes in the business carried on by the Policyholder
 - b) the Company adopting a change in the underwriting policy in respect of any class of business included in the policy or imposing limits of loss or liability to all policies in any class of business included in the policy
 - c) any limitation reduction in capacity or rate increase imposed by any re-insurer of the Company
 - d) any change in market practice
 - e) legislation being any enactment subordinate legislation law regulation decree treaty or instrument in force in any country or territory covered by the policy
 - f) judgements awards or decisions made by any court tribunal or arbitration any government or regulatory body or ombudsman
- 2 adjust the premium or rates restrict the cover or vary the terms or conditions or terminate the Agreement:

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**Council
Guard**
Take the risk out of insurance



- a) to reflect a legal requirement to do so
 - b) if at any time the Policyholder shall be merged with acquired by or otherwise absorbed or controlled by any individual or corporation or other business entity of any kind
 - c) if at any time the Policyholder shall go into any form of liquidation bankruptcy receivership or administration or equivalent status or become the subject of an action in bankruptcy
 - d) if at any time the Policyholder fails to complete any requirements agreed with the Company within the agreed timescales
- 3 adjust the Building and Contents sums insured in line with the Insurers published index linking guides

Rights of the Policyholder

- 1 If the Company elect to change the terms in accordance with any of the Adjustment Provisions or Special Provisions then the Policyholder may at its option terminate the Agreement without penalty
- 2 The Policyholder may cancel the agreement at expiry of the Initial Period (or Second Period) without the Insurer activating its rights within the Adjustment Provisions or Special Provisions subject to a payment of 45% of the annual premium which would have been payable for the Second (or Third Period)

Memoranda

If at any time the Policyholder shall be merged with acquired by or otherwise absorbed or controlled by any individual or corporation or other business entity of any kind provided the entity continues to trade in the name stated within this agreement then the Agreement shall be considered to still be in force

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Difference in Conditions

In respect of any Claim or any circumstance which might reasonably be expected to produce a Claim notified to the Insurer during the Period of Insurance, within two years of expiry of the commercial combined policy immediately preceding (policy number 24592533 CCI "the Preceding Commercial Combined Policy") this Policy, the terms conditions exclusions and limitations of the Preceding Commercial Combined Policy shall take precedence over any terms Conditions Exclusions and limitations of this RSA Policy which are less favourable to the Insured except for the following specific restrictions

- The Limit of Indemnity and the Insured's Contribution applicable to any such Claim or Claim arising from such circumstance which might reasonably be expected to produce a Claim and notified under Claims Condition 1 shall be limited to those applicable under this Policy

- The following insurances and services are excluded
 - A) Help advice or other telephone services
 - B) Legal Expenses or Legal Protection insurance
 - C) Terrorism Insurance

The Covers available for our Property Damage and Business Interruption Insurances are as follows:

- | | |
|--|----------------------------------|
| 1. Fire, Lightning, Aircraft and Explosion | 7. Sprinkler leakage |
| 2. Earthquake | 8. Theft |
| 3. Riot and malicious persons | 9. Subsidence |
| 4. Storm or flood | 10. Any other accident |
| 5. Escape of water | 11. Glass |
| 6. Impact | 12. Specified Items: 'All Risks' |

It is important to note that the actual Covers may vary for each Premises and the Covers excluded are specified on the following Premises pages of the Schedule.

For the full definition of the Policy coverage please refer to the Policy Wording.

In choosing this product and the level of cover you have not received any personal recommendations from RSA.

Property Damage Insurance

The Premises: **9 Church Street, Kirkbymoorside, York,
Yorkshire, YO62 6AZ**

Occupation: **Community Centre**

Property Insured

| | |
|---|--------------------|
| Buildings - Buildings including Landlords Fixtures & Fittings | £230,207.00 |
| General Contents | £5,644.00 |
| Miscellaneous Contents - AV Equipment | £6,436.00 |
| Total sum insured: | £242,287.00 |

Covers not insured:

- 7. Sprinkler leakage

If there are any additional Policy-level Clauses applicable, these are shown below

The Premises: Church House, 7 High Market Place,
Kirkbymoorside, York, Yorkshire, YO62 6AT

Occupation: Town Council Offices

Property Insured

| | |
|----------------------------------|------------------------------|
| Buildings - Town Council Offices | Not Insured |
| General Contents | £3,000.00 |
| Total sum insured: | <hr/> £3,000.00 <hr/> |

Covers not insured:

7. Sprinkler leakage

If there are any additional Policy-level Clauses applicable, these are shown below

The Premises: **Recreation Club, The Sportsfield, New Road,
Kirkbymoorside, York, Yorkshire, YO62 6DY**

Occupation: **Recreation Club,
Storage Container**

Property Insured

| | |
|-------------------------------|--------------------------------|
| Buildings - Recreation Club | £113,655.00 |
| Buildings - Storage Container | £1,889.00 |
| General Contents | £10,728.00 |
| Total sum insured: | <hr/> £126,272.00 <hr/> |

Covers not insured:

7. Sprinkler leakage

If there are any additional Policy-level Clauses applicable, these are shown below

The Premises: **Anywhere within the boundaries of Kirkbymoorside**

Occupation: **Not Applicable**

Property Insured

| | |
|---|------------|
| Buildings - Street Furniture, including benches, bus shelters, bins and memorial bench | £56,154.00 |
| Buildings - Street Lights | £76,720.00 |
| Buildings - Playgrounds, Equipment & Surfaces (excluding Old Road Play Area & Skate Park & Ryedale View Play Area & Woodland trail) | £38,224.00 |
| Buildings - Infrastructure: Gates, Fences, Walls | £5,000.00 |
| Buildings - Mosaic at Ryedale View | £6,000.00 |
| Buildings - Playground Equipment & Skatepark Equipment at Old Road Play Area & Skate Park, Old Road, YO62 6LT | £75,835.00 |
| Buildings - Playground Equipment at Ryedale View Play Area & Woodland trail at Ryedale View, YO62 | £18,045.00 |

Total sum insured: £275,978.00

Covers not insured:

- 7. Sprinkler leakage

If there are any additional Policy-level Clauses applicable, these are shown below

**Specified Items All Risks
Property Insured**

| Item | Territorial Limits | Sum Insured | Policyholder Contribution |
|--|--|--------------------|----------------------------------|
| Regalia | U.K Including up to 90 days Worldwide | £3,159.00 | £50 |
| Christmas Lights/Decorations | U.K. | £5,110.00 | £50 |
| Roundabout lighting | U.K. | £1,857.00 | £50 |
| 2 x Defibrillators | U.K. | £3,258.00 | £50 |
| Laptop Computers & Portable Electronic Equipment | U.K. | £1,000.00 | £50 |

Property Damage Insurance

Policyholder's Contribution

| Cover (if insured) | Policyholder's Contribution |
|---------------------------------------|------------------------------------|
| Subsidence | £1,000 |
| All other Covers | £250 |
| Fire, Lightning, Aircraft & Explosion | NIL |

If there are any additional Policy-level Clauses applicable, these are shown below

Business Interruption Insurance

| Item | Sum Insured |
|--|--------------------|
| Gross Revenue/Income | £0.00 |
| Maximum Indemnity Period | 0 months |
| Additional Increased Cost of Working | £50,000.00 |
| Maximum Indemnity Period | 12 months |
| Extensions | |
| Alternative Trading | £25,000 |
| Savings | £25,000 |
| Professional Accountants Charges | £25,000 |
| Accumulated stocks | £25,000 |
| Payments on Account | £25,000 |
| Additional Metered Utility Charges | £25,000 |
| Automatic Reinstatement after a loss | £25,000 |
| Branded Goods | £25,000 |
| Action by Police, Government or other Competent Authority | £25,000 |
| Failure of Electricity supply | £25,000 |
| Failure of Gas supply | £25,000 |
| Failure of Water supply | £25,000 |
| Failure of Telecommunications | £25,000 |
| Essential Personnel | £25,000 |
| Prevention of Access | £25,000 |
| Specified Disease, Food Poisoning, Vermin Pests & Defective Sanitation, Murder or Suicide | £25,000 |
| Loss of Attraction - Unspecified | £25,000 |
| Property stored | £25,000 |

The total sum insured for Business Interruption insurance is deemed to be the total of the Sums Insured stated above.

If there are any additional Clauses applicable to Business Interruption Insurance, these are shown below

Terrorism Insurance

Not Insured

Money Insurance

Section 1 Money

| Item No | | Limit of Liability any one loss |
|---------|---|---------------------------------|
| 1A | Money in the Policyholder's Premises during Working Hours or in transit | £2,000 |
| 1B)1 | Money in the Policyholder's Premises out of Working Hours in the following locked safes or strongrooms - Not Applicable | £0 |
| 1B)2 | Money in all other locked safes or strongrooms at the Policyholder's Premises | £2,000 |
| 1B)3 | Money in the policyholder's premises out of Working Hours not in a safe | £250 |
| 1C)1 | Money in the residence of Employees or any of the Policyholders Officials or Council members in a locked safe or whilst adults in the residence | £500 |
| 1C)2 | Money in the residence of Employees or any of the Policyholders Officials or Council members other than in a locked safe or adult in residence | £250 |

Section 2 Personal Injury (Robbery)

Refer to policy section for appropriate benefits

If there are any additional Clauses applicable to Money Insurance, these are shown below

Liability Insurance

Section 1

| Employers' Liability | Limit of Indemnity |
|---|---------------------------|
| Any one Event (excluding liability arising directly or indirectly out of Terrorism) | £10,000,000 |
| Any one Event arising directly or indirectly out of Terrorism | £5,000,000 |

If there are any additional Clauses applicable to Employers' Liability Insurance, these are shown below

Section 2

| Public / Products Liability | Limit of Indemnity |
|---|---------------------------|
| Any one Event | £15,000,000 |
| All Events happening during the Period of Insurance in respect of products supplied | £15,000,000 |
| All incidents considered by the Company to have occurred during the Period of Insurance in respect of all Sudden Pollution or Contamination Incidents | £15,000,000 |
| Advertising Injury/Libel & Slander committed during the period of insurance | £250,000 |
| Environmental Clean-up Costs | £1,000,000 |
| Indemnity to Hirer | £2,000,000 |

Policyholder's Contribution

The indemnity provided by Section 2 is subject to a Policyholder's Contribution of £250 any one Event in respect of loss of or damage to Property

If there are any additional Clauses applicable to Public/Products Liability Insurance, these are shown below

Section 3

| Legal Defence Costs | Limit of Indemnity |
|--|---------------------------|
| Part A The total amount payable by the Company in respect of all costs and expenses arising out of all claims during any Period of Insurance | £250,000 |
| Part B The total amount payable by the Company in respect of all costs and expenses arising out of all claims during any Period of Insurance | £250,000 |

If there are any additional Clauses applicable to Legal Defence Costs Insurance, these are shown below

Fidelity Insurance

| Fidelity | Limit of Indemnity |
|--------------------------------------|---------------------------|
| Limit of Indemnity for Any One Claim | £210,000 |
| Aggregate Limit of Indemnity | £210,000 |
| Policyholder's Contribution | £500 |

Name or category of Employee: All Council Members and Employees of the Policyholder

Geographical Limits: Great Britain Northern Ireland the Isle of Man or the Channel Islands

Legal Expenses Insurance

| | Limit of Indemnity |
|--|---------------------------|
| Any One Event | £100,000 |
| All claims and legal proceedings notified during any Period of Insurance | £1,000,000 |

If there are any additional Clauses applicable to Legal Expenses Insurance, these are shown Below

Change of Legal Expenses provider

With effect from 1st November 2018 Arc Legal Assistance are the provider for the Commercial Legal Expenses Insurance and will provide:

- Customer support via an advice helpline - 0345 078 7543
- Claims notification via an online portal
- Provision of flexible management information

Claims will be managed by Arc Legal Assistance who can be contacted as follows:

Arc Legal Assistance

Lodge Lane
Langham
Colchester
CQ4 5NE

Tel: 0344 770 9000

Email: claims@arclegal.co.uk

Web: <https://claims.arclegal.co.uk/home>

Third Party Provider

This clause applies to the Legal Expenses Insurance section of this Policy

For the purposes of Definition 14 We/Us/Our the third party provider approved by Royal & Sun Alliance Insurance plc is

Arc Legal Assistance which administers this insurance on the Company's behalf

24 Hour Helpline 0345 078 7543 – quoting code 70201

Claims

Any notification of a claim must be addressed to

Arc Legal Assistance
Lodge Lane
Langham
Colchester
CO4 5NE
Tel: 0344 770 9000
claims@arclegal.co.uk
<https://claims.arclegal.co.uk/home>

Officials Liability Insurance

Limit of Indemnity

| | |
|---|-------------|
| Officials Liability All events happening during any period of insurance | £250,000 |
| Employment Practice Insurance | Not Insured |

Policyholder's Contribution

The indemnity provided by Officials Indemnity is subject to a Policyholder's Contribution of £0 any one Event

If there are any additional Clauses applicable to Officials Liability Insurance, these are shown below

Personal Accident & Travel

| Category | Insured Person(s) | | Operative Time | |
|----------|---|----------------------------------|-------------------------------------|--|
| | Description | PA Insurance | Travel | |
| A | Any Employee of the insured resident in Britain | 24 Hour | Internal Journey & External Journey | |
| B | Any Council Member or Employee of the Insured resident in Britain and their accompanying Spouse | 24 Hour | Internal Journey & External Journey | |
| C | Any council member of the Insured resident in Britain | 24 Hour | Internal Journey & External Journey | |
| D | Any volunteer of the Insured resident in Britain | Occupational Including Commuting | Internal Journey & External Journey | |

Personal Accident

| Category of Insured Person | | | | |
|----------------------------|---------------------|-------|---------------------|---------------------|
| Benefit | Cat A | Cat B | Cat C | Cat D |
| 1-4 | £20,000 | Nil | £20,000 | £20,000 |
| 5 | £400 | Nil | £400 | £200 |
| 6 | £200 | Nil | £200 | £100 |
| 7 | 30% of benefits 1-6 | Nil | 30% of benefits 1-6 | 30% of benefits 1-6 |

Payment Period

Benefit 5 and 6 are payable per week for a maximum of 104 weeks in all not necessarily consecutive

Deferment Period

Benefits 5 and 6 are not payable for the first nil days of any Period of Disablement

Subject otherwise to the Terms, Definitions, Conditions and Exclusions of the Policy.

Travel Insurance

| | | |
|-----------------|-------------------------|--------------|
| Insured Journey | External Journey | Not Included |
| | Internal Journey | Not Included |

Maximum Journey Length

The Maximum Journey length must not exceed 31 days duration.

Endorsements attaching to and forming part of Travel Insurance Policy No.

Subject otherwise to the Terms, Definitions, Conditions and Exclusions of the Policy.