

Council Guard Schedule

Welcome to RSA.

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

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.

Policy Number: RTT284462/00157

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 hallam

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

Your Policy Dates:

Period of Insurance: 01/11/2020 To: 31/10/2021

Renewal Date: 01/11/2021

Your Premium Information:

First Premium: £1,969.83

Insurance Premium Tax: £236.38

Total Amount Due: £2,206.21

Long Term Agreement Expiry Date: 31 October 2022

Low Claims Rebate: No

Reason for Issue: Renewal 2020

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

Rate Stability Agreement

Policyholder : Kirkbymoorside Town Council

Policy No. : RTT284462/00157

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

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

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

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

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



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:

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

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

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

Virus, Disease and Pandemic Exclusion

(except Terrorism Insurance, Liability Insurance, Fidelity Insurance, Personal Accident Insurance and Legal Expenses Insurance)

Notwithstanding any provision to the contrary within the Policy, the Policy does not cover loss, destruction or damage, or any costs or expenses of whatsoever nature directly or indirectly occasioned by, arising from, caused by, happening through or in consequence of, or otherwise attributable to:

- A) Coronaviruses
- B) Coronavirus disease (COVID-19);
- C) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- D) Any mutation of or variation of A), B) or C) above;
- E) any infectious disease that is designated or treated as a pandemic by the World Health Organisation
- F) Any fear or anticipation of A), B), C), D) or E) above.

Endorsement A - General Policy Exclusion

The following General Policy Exclusion is added to the policy and applies to the Personal Accident & Travel sections

The Company will not pay any claim

3 which is directly or indirectly as a result of or is contributed to by or is as a consequence of

- A. severe acute respiratory syndrome coronavirus 2 (SARS-COV-2) or
- B. coronavirus disease 2019 (COVID-19) or
- C. any derivative or mutation of either A. or B.

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

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

Cooking Area Protections

This clause applies to the Property Damage Insurance section of this Policy

It is a condition precedent to any liability of the Company for Damage that

- 1) all extract ductwork shall be inspected and cleaned by a competent contractor at least in accordance with the inspection and cleaning interval as specified in this clause below and a report issued to the Policyholder and kept available for inspection by the Company
- 2) all cooking equipment is to be operated and serviced in accordance with the manufacturers' instructions
- 3) all cooking equipment is not left unattended whilst the heat source is operating and the power/fuel supply shall be shut off outside working hours
- 4) all fat frying ranges shall be equipped with cooking thermostats arranged to prevent the temperature of the fat rising above 205°C or the manufacturers recommended temperature Such thermostats to be serviced at least once in every 12 month period
- 5) a minimum of One Class F fire extinguisher conforming to British Standard 7937 and a fire blanket conforming to BS EN 1869 to be located in each cooking area
- 6) any fixed fire extinguishing system fitted is operated and serviced in accordance with the manufacturers' instructions
- 7) all cooker hoods grease traps and filters are cleaned at least every 12 months

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:

£3,000.00

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, memorial bench and 2 x Vehicle activated traffic signs	£61,982.00
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:

£281,806.00

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

Bona Fide Sub-Contractors (firework displays, inflatable devices & passenger carrying amusement devices)

This endorsement applies to Liability Insurance Section 2 Public/Products Liability section
It is a condition precedent to any liability of the Company arising from firework displays and inflatable devices and passenger carrying amusement devices that bona fide sub-contractors have Public Liability insurance in respect of their legal liability at law for injury or loss or damage to property arising in connection with the Business and that

- A) the Limit of Indemnity of the Public Liability insurance is not less than £10,000,000 in respect of any one claim or number of claims arising out of any one Event.
- B) such insurance have been extended to indemnify the Policyholder as principal against all liability for such injury or loss of or damage to property

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

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.