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Mid-Term Adjustment

Your Parish Council Policy

Policy Holder **Newbold Astbury cum Moreton Parish Council**

Policy Number **24414511 CHC**

Produced on **6th July 2016**

THIS SCHEDULE FORMS PART OF YOUR POLICY

If the information in The Schedule is incorrect or incomplete or if the insurance does not meet Your requirements, please tell us as soon as possible.

You are reminded of the need to tell Us immediately of any facts or changes which We would take into account in Our assessment or acceptance of this insurance as failure to disclose all relevant facts may invalidate Your policy, or may result in the policy not operating fully.

The information contained on this page is confidential and should not be sent to third parties.

Your Parish Council Policy Details

Effective Date	29th June 2016
Policy Expires	31st May 2017
Renewal Date	1st June 2017
Long-Term Agreement Expires	31st May 2017
Annual Premium	£448.32
Premium Due Inclusive of Insurance Premium Tax	£0.00

On the following page we have summarised all of the Risks which Apply to your Policy. Any pages which follow the summary relate only to the Risks which have changed. They replace the previous details for these Risks, and form part of your Policy.

Your Details

The Policyholder Newbold Astbury cum Moreton Parish Council

Address 2 Field View Road
 Somerfield
 Congleton
 Cheshire
 CW12 4UG

Population 1000

Client Reference 812/0407

Your Insurance Advisers Details

Agency Number 39/0042560

Name Parish Council Insurance Brokers Ltd trading as Came &
 Company Local Council Insurance

Address 1st Floor Offices,
 2 Meridian Office Park,
 Osborn Way ,
 Hook,
 Hampshire RG27 9HY

Telephone Number (01256) 395020

Policy Number 24414511 CHC
 Effective From 29th June 2016
 Produced On 6th July 2016

The Policy Holder: Newbold Astbury cum Moreton Parish Council

The Business: Local Council

The Premises: Newbold Astbury cum Moreton Parish Council

Long Term Agreement: 31st May 2017

SUMMARY OF COVER

Asset Protection

Property Damage – All Risks (including Theft)	Insured
Glass	Insured
Business Cover away from the premises	£5,000
Money & Assault	£1,000
Employee Dishonesty	£150,000

Revenue Protection

Business Interruption	£20,000
On Gross Revenue	£10,000
Increased Cost of Working (ICOW)	£10,000
Terrorism	Not Insured

Legal Liabilities

Employers Liability	£10,000,000
Public & Products Liability	£10,000,000
Hirers' Indemnity	£5,000,000
Commercial Legal Protection	£100,000
Officials Indemnity	£500,000
Libel and Slander	£250,000

Employee Benefits

Personal Accident	£50,000
Motor No Claims Bonus and Excess	Insured
Key Person Cover	Insured

SUMMARY COMPLETED

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Property Damage – All Risks (including Theft)

The Premises

Property as described situated within the boundaries of the European Union.

Description / Occupation of Property Insured

Property as described herein

<u>Item</u>	<u>Description</u>	<u>Sum Insured</u>
1.	Buildings including landlord's fixtures and fittings outbuildings, extensions and annexes adjoining or communicating with the building to which this item relates and boundary walls, gates and fences at The Premises except such property is more specifically insured Buildings as described <i>Church Lych Gate Light</i>	£1,000.00
	Total Buildings Sum Insured	£1,000.00
2.	Insured Property is described as follows	
	Office Contents	£0.00
	General Contents (including Stock)	£1,500.00
	Outside Equipment	£0.00
	Street Furniture	£14,150.00
	Gates and Fences	£0.00
	War Memorials	£0.00
	Playground Equipment	£0.00
	Mowers and Machinery	£0.00
	Sports Equipment	£0.00
	Natural Surfaces	£0.00
	Other Surfaces	£0.00
	Total Risk Sum Insured	£15,650.00

The Excess in respect of Contingency Groups (a), (b), (c) and (d) is as follows:

Contingency Group (a)	- £250
Contingency Group (b)	- £250
Contingency Group (c)	- £250
Contingency Group (d)	- £250
Subsidence	- £1,000

Policy Condition 4 – Protections applies

Policy Condition 13 – Index Linking applies

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Memo 1 : Inventory Clause

In respect of any valuable item or work of Art with a Sum Insured in excess of £5,000 the following shall apply: The property insured is specified in an Inventory and Valuation, a copy of which must be kept on the Parish Council's files and be available in the event of a claim. It is agreed that in the event of Damage the sum set against each item of the Inventory and Valuation will be accepted by Us as being evidence of its' value, subject to all other terms and conditions of this policy

Memo 2 : Basis of Settlement (Works of Art, Antiques, Museum Items etc)

In the event of Damage to Works of Art, Antiques and Museum items. We will pay:

- a) in the event that the property insured is lost or destroyed, the cost of replacement with a similar item or the value of the item,
- or
- b) in the event that the property is damaged, the cost of the repair of the item. We will also pay for any reduction in value as a result of the Damage.

Provided that:

- i) In respect of unspecified items, the maximum We will pay in respect of any one item will be £5,000.
- ii) In respect of specified items, the maximum We will pay in respect of any one item will be the Sum Insured shown in the Schedule.
- iii) The provisions of the Average Condition and the Basis of Settlement - Reinstatement Clause will not apply to these items

Memo 3 : Natural Sports Surfaces (only applicable if shown above)

We will indemnify You in respect of Damage to greens and playing surfaces stated in The Schedule, including any irrigation or heating systems that have been installed.

In the event of Damage to any green or playing surface the basis upon which We will pay for any claim will be as follows Re-seeding or re-turfing.

The replacement of any trees or plants will be by saplings of the same or similar type.

The maximum We will pay in respect of each claim is the limit stated in The Schedule.

We will not indemnify You under this Clause in respect of Damage caused by or consisting of

- (a) the application of fertilisers or chemicals
- (b) the failure to apply fertilisers or chemicals
- (c) storm, flood and other effects of weather
- (d) wear, tear and the course of play
- (e) maintenance work at The Premises
- (f) animals

Damage caused to irrigation systems during the period 1 October to 30 April each year unless the system is drained.

The first £250 of each and every claim.

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Memo 4 : Escape of water

If in relation to any claim for Damage caused by the escape of water from any tank, apparatus or pipe to the Property Insured during the period 1st October to 31st March in respect of any building not physically occupied and used in its normal capacity on a weekly basis You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

All pipes and tanks in roof spaces and other void or unheated areas must be suitably lagged

thermostatically controlled heating systems must be permanently on and set at a minimum temperature of 4 degrees centigrade

the location of the main stop valves must be clearly identified and indicate the direction of off/on

Memo 5 : Definition of Unoccupancy

As from the effective date shown on your policy schedule the following change has been made to the Policy Definitions of your policy.

Unoccupied

Any building or portion of a building that is

(1) not physically occupied by You or Your employees during Your normal working hours,

and/or

(2) not used for the purpose of The Business

and/or

(3) empty, vacant, disused, untenanted or unfurnished,

and or

(4) awaiting refurbishment, redevelopment, renovation or demolition,

for a period in excess of 45 consecutive days unless agreed by us in writing

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Money and Assault

Part A – Money

Estimated annual amount of money in transit (other than money described in item 1 below) £25,000

<u>Item</u>	<u>Description</u>	<u>Limit of any one loss</u>
1.	Stamped national insurance cards, crossed cheques, crossed giro cheques, crossed money orders, crossed postal orders, crossed bankers drafts, crossed warrants, national savings certificates, premium savings bonds, franking machine impressions, credit company sales vouchers and VAT invoices	£250,000

The following items exclude money as described in item 1

2.	Money not contained in locked safe in the (a) The premises outside Business Hours (b) Private dwelling house of Your principles or authorised Employees	£250 £500
3.	Money from locked safes outside Business Hours We will not be liable for loss of money from any safe not listed (a) Unspecified Safe	£1,000
4.	Money on The Premises during Business Hours or in a bank night safe	£1,000
5.	Any other loss of money	£1,000

Part B – Assault

INSURED PERSONS You or any Employee aged between 16 and 90

COMPENSATION BY CONTINGENCY NUMBER

1	2	3	4	5	6
£10,000	£10,000	£10,000	£10,000	£100 PER WEEK	£50 PER WEEK

Policy Condition 13 – Index Linking applies to this Section

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Employee Dishonesty

Limit of Indemnity: £150,000

Rating Basis: Population not to exceed 1000

Excess: £250

Extensions Applicable:

C – Interlocking Clause (cover for losses Prior to Inception)

Endorsements Applicable: Including Parish Councillors

Policy Condition 13 applies – Index Linking

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Business Interruption

The Premises: Property as described in the Property Damage section.

The Business: Local Council

<u>Item</u>	<u>Description</u>	<u>Sum Insured</u>
	On Gross Revenue	£10,000
	Increased Cost Of Working (ICOW)	£10,000
	Total Sum Insured	£20,000

The insured item(s) is/are more particularly described in the Policy wording which should be read in conjunction with the Schedule.

The Maximum Indemnity Period is 12 months.

Contingencies applicable – 1, 2, 3

Additional Contingencies applicable – None

Endorsements applicable – None

Policy Condition 13 – Index Linking applies to item(s) 1

EXTENSION TO EMPLOYEE BENEFITS

KEY PERSON ABSENCE

Cover If a Key Person suffers Accidental Bodily Injury or contracts an illness during the Period of Insurance which entirely prevents them from engaging in or attending to their usual duties on behalf of The Insured and which lasts for more than 14 days, We will reimburse You for the expenses incurred in replacing your Key Person during the period of absence

Cover for this extension ceases from the date the Key Person resumes their duties on behalf of The Insured

For the purposes of the Extension a Key Person is defined as

Any clerk, deputy clerk, grounds man or deputy grounds man aged between 21 and 90 inclusive at the start of the Period of Insurance

Benefit Period is defined as

The total period for which We will pay benefits under this extension for any one absence due to Accident or illness for any one Insured Person during the Period of Insurance

Benefits Up to £400 per week

Benefit Period

26 Weeks

Exclusions

We will not make any payment under this Extension where

1. the Accidental Bodily Injury to or illness of a Key Person is directly or indirectly caused by or results from:

(a) any physical defect, infirmity or medical condition known to the Key Person at the inception date of this policy, unless the defect, infirmity or condition has been without the need for any medical advice or medical treatment during the 24 month period preceding the inception date of this policy;

(b) the Key Person taking or using drugs or controlled substances (other than drugs legally and appropriately prescribed by a qualified medical practitioner and properly used by the Key Person

(c) pregnancy or any condition connected with pregnancy or childbirth

(d) any criminal act by You or the Key Person

2. any period of absence which lasts less than 14 days

Conditions

In the event of a claim under this Extension the Insured must supply the following documentary evidence at their own expense

1. Confirmation of the dates of period of absence being claimed for including the date the absence commenced and the date the Key Person resumed their duties on behalf of The Insured

2. Receipts and bills in whichever form We may require substantiating the costs of the services incurred and or the persons employed to replace the Key Person during their period of absence

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Employers Liability

Limit of Indemnity - £10,000,000

Description of Activities

Rating Basis

Local Council population not exceeding 1000

Flat Premium

Additional Endorsements applicable – NONE

Endorsements applicable – NONE

Policy Conditions 13 – Index Linking applies to this Section

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Public and Products Liability

The Business: Local Councils

Limit of Indemnity: £10,000,000

Libel & Slander

Limit of Indemnity: £250,000

Description of Activities

Rating Basis

Public Liability

Local Councils population not exceeding 1000 Flat Premium

Fireworks Displays Flat Premium

Libel & Slander Flat Premium

Damage to Property excess applicable - £250
 Damage to Property by heat excess applicable - £250
 Additional Endorsements applicable -

ACTIVITIES AND EVENTS: see policy wording

Additional Endorsements applicable -

Playground and Amusement Devices

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 playground and amusement devices

a) all equipment, devices and facilities, including sand pits and paddling pools

i) are manufactured and installed to the appropriate standard and maintained in good condition

ii) are inspected, by a competent person, at least Weekly and

* all defects or risks to health or safety immediately rectified

or

* the equipment, device or facility taken out of use

b) You will erect where necessary suitable signs detailing any information that is necessary for the safe use of the equipment device or facility and clearly stating any restrictions on its use.

c) You will determine where supervision is necessary and ensure that it is provided whenever the play equipment device or facilities are in use

We will not provide indemnity in respect of the operation of mechanically powered passenger carrying amusement devices or inflatable devices

A Libel and Slander

Definition

Publication shall mean any written material produced in the course of The Business.

Cover

(1) We will, in respect of any claim made against The Insured while this endorsement is in force or within 12 months of

its cancellation provided the cause of the claim

occurred while the endorsement was in force, indemnify The Insured in respect of

(a) Compensation

(b) Costs and Expenses as a result of

(i) libels in any Publication

(ii) slanders made in the course of The Business

(iii) infringement of any trade mark, registered design, copyright or patent right arising from the contents of any Publication

(iv) slander of title to goods

(2) All claims arising out of one cause, whether or not all such claims are made against The Insured in the same Period of Insurance, will

be treated as one claim.

(3) The maximum We will pay, inclusive of Costs and Expenses, in respect of

(a) any one claim

and

(b) the total of all claims in any one Period of Insurance is £250,000.

We will not provide indemnity in respect of

(a) withdrawing, recalling or replacing any Publication

(b) liability imposed on The Insured solely by reason of the terms of any contract conditions or agreement

(c) actions brought in a court of law outside The Defined Territories

(d) 10% of each and every claim

(e) slanders or alleged slanders made in the course of The Business by any Employee of The Insured against any other Employee of The Insured.

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Commercial Legal Protection

The Business: Local Council

<u>Cover Operative</u>	<u>Estimate</u>	<u>Rating Basis</u>
Contingencies 1A – 4C, 5, 7, 8	Population not exceeding	1000
Limit of Indemnity: £100,000		
Excess – NIL		
Endorsements applicable - NONE		

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Official Indemnity

The Business: Local Council

Limit of Indemnity: £500,000

Aggregate Inner Limit for Pollution: £100,000

Rating Basis: Population not to exceed 1000

Endorsements applicable – NONE

Policy Condition 13 applies – Index Linking

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Personal Accident

<u>Insured Person</u>	<u>Age</u>	<u>Duties</u>
Employee	16-85	
Members	16-85	
Volunteers	16-85	

To Include, but not limited to:

Name Address

COMPENSATION BY CONTINGENCY NUMBER

1	2	3	4	5	6
£50,000	£50,000	£50,000	£50,000	£200 PER WEEK	NOT INSURED

<u>Insured Person</u>	<u>Age</u>	<u>Duties</u>
Employee	86-90	
Members	86-90	
Volunteers	86-90	

To Include, but not limited to:

Name Address

COMPENSATION BY CONTINGENCY NUMBER

1	2	3
£50,000	£50,000	£50,000

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Endorsement Details

Liability and Property Rating Stability Agreement

Insured: Newbold Astbury cum Moreton Parish Council
Policy no: 24414511 CHC

Period of Agreement

From 1st June 2014 expiring on 31st May 2017

Period of Insurance

Each 12 months period within the Agreement commencing from the inception date

The Insured has agreed, with effect from the date stated above, to offer annually for a period of 3 years the insurance under the Applicable Sections of this policy at the rates, terms and conditions at the inception of this insurance and to pay the premiums annually in advance.

The Company agrees to accept such an offer made in accordance with this Agreement provided that:

- (1) We may amend such rates, terms and conditions, restrict or vary cover, terminate or re-negotiate this Agreement if:
 - (a) there is any change in legislation or legal practise, tax, the cost or availability of reinsurance, insurance industry market practice, or legal precedent established in any court of law which has a material effect upon any one of the Applicable Sections listed below.
 - (b) You acquire, set up, dispose of or discontinue any:
 - business or business activity
 - company or other entity carrying on such a business or business activity
 - Premises or interest in The Premises
 which has any material effect on Your Business.
 - (c) there is any material alteration in the Premises or the nature of Your Business.
 - (d) You have failed to comply with any Mandatory Risk Improvements required by Us, unless We have agreed otherwise in writing.
- (2) The Sums Insured or limits of liability may be increased or reduced at any time to reflect the acquisition or disposal of Property or Businesses or to correspond with any increase or reduction in values or increase or reduction in the Business. The premium will be adjusted to account for such alterations.
- (3) This Agreement will apply to any policy or policies which may be issued by Us within the above period in substitution for this policy.
- (4) In respect of any Section(s) of this policy where this Agreement does not apply, if any adjustments are made to the rates, terms and/or conditions of such Section(s), which results in the Section(s) being lapsed or cancelled, then if both We and You agree, this Agreement can be terminated.
- (5) This Agreement does not apply to the imposition of or increase in Insurance Premium Tax.
- (6) Any Terrorism insurance provided by this policy operates for a maximum period of one year whereupon it lapses unless We elect to offer and You elect to accept renewal for a further period of one year.

Applicable Sections

Property Damage/ Business Interruption / Theft / Money / Business All Risks / Glass / Book Debts
 Employers Liability / Public Liability / Products Liability / Property Owners / Employee Dishonesty /
 Officials Indemnity / Personal Accident / Legal Expenses

This Agreement is subject to all other terms and conditions of the Policy.

