

Came & Company Local Council Insurance Policy Schedule

This schedule gives details of your premium, and identifies the sections of the policy document that you have chosen for your policy.

Date of Issue	29th October 2020
Policy Number	SCO119736/2228488
Period of Insurance	1st October 2020 to 30th September 2021
Insured	Lickey & Blackwell Parish Council
Business	Parish Council
Address	411 Old Birmingham Road Lickey Birmingham West Midlands B45 8ES
Renewal Premium	£1,087.21
Insurance Premium Tax	£130.46
Total	£1,217.67



The policy document

For a copy of the policy document contact :

Came & Company Local Council Insurance
Blenheim House
1-2 Bridge Street
Guildford
GU1 4RY

or visit

www.ecclesiastical.com/me866

Changes to your policy

To obtain a copy of this document, please contact your broker.

Please read this schedule alongside your Charity and Community Insurance policy document and the updates notice in this pack. You should tell your broker if you want to make any changes. They will be able to tell you whether the changes affect your renewal.

If you need a copy of the policy documents, please contact your broker or visit www.ecclesiastical.com/me866

IMPORTANT NOTICE: Changes to your policy

We have converted your Charity and Community Insurance policy to our most up-to-date version; the significant changes are summarised in a separate "How has your policy changed?" document. For a copy of this please contact your broker.

It is important you read this document carefully and check your policy schedule to confirm the sections that apply to you. If you have any questions, please get in touch with us.

Came & Company Local Council Insurance Policy Schedule



Policy clauses

Councillor definition

The following is added to the General definitions

COUNCILLOR

means any person elected by the members of a parish town or community who serves on the parish town or community council named as Insured in the schedule

Unoccupied definition

The General definition of UNOCCUPIED is amended to read as follows

UNOCCUPIED

means vacant untenanted unfurnished empty or no longer in active use for a period exceeding 45 consecutive days or 180 consecutive days in respect of sports pavilions and/or changing rooms

Infectious or Communicable Disease Exclusion

Definition applicable to this exclusion

INFECTIOUS OR COMMUNICABLE DISEASE means any disease pandemic or epidemic including but not limited to any

- virus
- bacterium
- parasite
- other organism or infectious matter
- any mutation or variation to any of the above whether
- living or dead
- natural or artificial
- officially declared an epidemic or pandemic or not

transmitted by any direct or indirect means (whether asymptomatic or not)

This policy does not cover loss damage liability cost expense or any other sum of whatsoever nature directly or indirectly caused by resulting from arising out of or related to or contributed to by

1) any INFECTIOUS OR COMMUNICABLE DISEASE including but not limited to
a. the fear of a threat (whether actual or perceived) from an INFECTIOUS OR COMMUNICABLE DISEASE

b. contamination or fear of contamination (whether actual or perceived) of property by an INFECTIOUS OR COMMUNICABLE DISEASE

but this shall not exclude direct physical loss or physical damage to insured property at the PREMISES occurring during the Period of insurance resulting directly or indirectly from or caused by a peril otherwise insured by this policy

2) any action taken or failure to take action to prevent control or respond to any INFECTIOUS OR COMMUNICABLE DISEASE

Provided that

i. this exclusion applies regardless of any concurrent or contributory cause or event or occurrence in any sequence with any other cause or event

ii. in the event of any conflict between this exclusion and any other provision of this policy this exclusion shall always apply and take precedence over any such other provision

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- iii. where WE apply this exclusion the burden of proving the contrary rests with the INSURED
- iv. this exclusion applies to all cover sections of this policy except those covers (where available and insured by this policy) noted below
 - a. Employers' Liability
 - b. Public Liability
 - c. Medical Malpractice
 - d. Reputational Risks
 - e. Professional Indemnity
 - f. Governors' Trustees' and Management Liability
 - g. Directors & Officers Liability
 - h. Personal Accident
 - i. Legal Expenses
 - j. Travel
 - k. Terrorism

Prevention of Access - non damage

Business Interruption - Amendment to Prevention of access - Non-damage cover - applicable to any section of the policy covering business interruption loss of income loss of revenue consequential loss or rental income

Any extension that provides cover for prevention of access (non-damage) is deleted and replaced with the following

Prevention of access - Non-damage

Access to or use of the PREMISES being prevented or hindered by

- (a) any action of government police or a local authority due to an emergency which could endanger human life or neighbouring property
- (b) any bomb scare at or in the vicinity of the PREMISES

Excluding

- (i) any restriction of use of less than 4 hours
- (ii) any period when access to the PREMISES was not prevented or hindered
- (iii) closure or restriction in the use of the PREMISES due to the order or advice of the competent local authority as a result of an occurrence of food poisoning defective drains or other sanitary arrangements
- (iv) closure or restriction in the use of the PREMISES due to vermin

Limit

£10,000 any one period of insurance

Special conditions

- (1) For the purpose of part (b) of this extension the General exclusion Terrorism does not apply
- (2) The maximum indemnity period under this extension will not exceed 3 months

Food Poisoning defective sanitation vermin or murder or suicide extension

Business Interruption - Removal of Specified diseases cover - applicable to any section of the policy covering business interruption loss of income loss of revenue consequential loss or rental income

Any extension that provides cover for specified diseases murder suicide food poisoning defective sanitation & vermin is deleted and replaced with the following Food poisoning defective sanitation vermin murder or suicide extension

The prevention or restriction of access to or closure of the PREMISES on the order or advice of the Police Environmental Health or other similar enforcement agency as a direct consequence of

- a. any injury or illness sustained by any person arising from or traceable to food or drink poisoning which is directly traceable to food or drink provided at the PREMISES

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b. any accident causing defects in drains or other sanitary arrangements at the PREMISES

c. any discovery of vermin at the PREMISES

d. murder rape or suicide at the PREMISES

Provided that

- WE shall only be liable for the loss arising at premises YOU occupy and which are directly affected by the occurrence discovery or accident

- Extensions which deem DAMAGE at other locations to be DAMAGE at the PREMISES shall not apply to this cover

Excluding any costs incurred in the cleaning repair replacement recall or checking of property

Limit

OUR liability under this extension in respect of any one occurrence discovery or accident shall not exceed the lesser of £250,000 or 25% of

a. the sum insured by the items or

b. the limit of OUR liability by the items if the declaration-linked basis applies

The maximum indemnity period for this extension will not exceed three months beginning from the date on which the restrictions on the PREMISES are applied

Cyber exclusion

Applicable to the Equipment breakdown section of the policy

Definitions

The following definition is added

CYBER EVENT

means

(a) a failure of electronic equipment to correctly recognise process or store any data

(b) a hostile malicious illegal or transgressive act committed through electronic systems including but not limited to

(i) a virus (a program code programming instruction or any set of instructions intended to damage interfere with or have a negative effect on computer programs data or operations)

(ii) hacking (unauthorised access to any computer or other electronic equipment)

(iii) a denial of service attack (any actions or instructions intended to damage interfere with or affect the availability or performance of networks network services network connectivity or telecommunication systems)

The Breakdown definition is deleted and replaced with the following

BREAKDOWN

means

(a) the actual breaking failure distortion or burning out of any part of the COVERED EQUIPMENT whilst in ordinary use arising from defects in the COVERED EQUIPMENT causing its sudden stoppage and necessitating repair or replacement before it can resume work

(b) fracturing of any part of the COVERED EQUIPMENT by frost when such fracture renders the COVERED EQUIPMENT inoperative

(c) the actual and complete severance of a rope but not breakage or abrasion of wires or strands even though replacement may be necessary

(d) **ELECTRONIC DERANGEMENT**

The following Electronic derangement definition is added

This replaces any existing definition of Derangement and or Electronic derangement

ELECTRONIC DERANGEMENT

means malfunction of the COMPUTER EQUIPMENT or electronic circuitry controlling or operating the COVERED EQUIPMENT that is not accompanied by

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visible DAMAGE and requires replacement of one or more insured components of the COVERED EQUIPMENT in order to restore it to its normal operation

Excluding

- (a) the rebooting reloading or updating of software or firmware
- (b) the incompatibility of COVERED EQUIPMENT with any software or equipment installed introduced or networked within the previous 30 days
- (c) the COVERED EQUIPMENT being of insufficient size specification or capacity
- (d) loss or DAMAGE caused by a CYBER EVENT

Exclusions

The following amendments are made to the exclusions

Any exclusion relating to damage to data or damage caused by transmission or impact of any virus or damage caused by failure of a system is deleted

The following exclusions are added

any loss or DAMAGE caused by a CYBER EVENT

any loss of or DAMAGE to data or MEDIA caused by

- (a) programming error or programming limitation
- (b) loss of data (other than as specifically provided for under any Reinstatement of Data and Computer Increased Costs of Working extension of cover)
- (c) loss of access
- (d) loss of use
- (e) loss of functionality

Extensions

Any extension of the Equipment breakdown section that provides cover for Reinstatement of Data and or Computer Increased Costs of Working is deleted and replaced with the following

Reinstatement of data and Computer Increased Costs of Working

(A) Unless otherwise excluded WE will pay the costs YOU incur in reinstating data that is lost or damaged as a consequence of an ACCIDENT to COVERED EQUIPMENT

Providing that

- (i) OUR liability is limited solely to the cost of reinstating data onto MEDIA
- (ii) WE shall not be liable for loss or damage to software

Limit

£50,000 any one ACCIDENT

(B) In addition WE will pay costs necessarily and reasonably incurred by YOU for the sole purpose of avoiding or diminishing the resulting interruption or interference to YOUR computer operations

Limit

£50,000 any one ACCIDENT



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Section 1: Property damage

Insured

The items your insurance covers

The table below shows the items which are covered by the Property damage section of your policy, and the amounts for which they are insured.

Item	Sum insured
Insured premises	
Tenant's improvements	£0.00
Contents	£2,220.07
Stock	£0.00
Artwork	£0.00
Groundsperson's equipment situate within the council district	£0.00
Sports equipment situate within the council district	£0.00
Fixed property in the open situate within the council district	
War memorials	£5,697.09
Sports surfaces	£0.00
Other surfaces	£15,514.16
Trees (single article limit £250)	£0.00
Street furniture	£25,063.73
Outside equipment	£5,272.73
Playground equipment	£51,952.61
Gates & fences	£4,313.73

Subsidence

Extension applies

Excesses applying to this section

All claims excluding those specified below £250

Glass £100

PERSONAL BELONGINGS £100

SUBSIDENCE (if insured) £1,000

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'All risks' away from the premises

Applicable to CONTENTS items only

Item	Sum Insured	Area covered	Excess
*Unspecified All risks including council regalia	£5,000	UK	£250
Include specified Items	£0	UK	£250

*The cover and inner limits is more defined in the policy document

Property damage clauses

Contents definition – Personal belongings of Councillors

The following is added to the definition of CONTENTS

The PERSONAL BELONGINGS of COUNCILLORS whilst contained in the PREMISES for an amount not exceeding £2,500 per person

Personal money of COUNCILLORS whilst contained in the PREMISES for an amount not exceeding £100 per person

Contents definition – Floating Contents

Cover in respect of CONTENTS applies at all specified PREMISES occupied by YOU in connection with YOUR BUSINESS

The sum insured is the maximum WE will pay in total for DAMAGE to YOUR CONTENTS

Sports pavilions and or changing rooms condition

In respect of sports pavilions changing rooms and other PREMISES not in active use due to seasonal closures it is a CONDITION PRECEDENT TO LIABILITY that

- All electricity gas and water services are turned off at the mains and all water systems drained down except that YOU must preserve the services for any intruder alarm or fire alarm or automatic sprinkler installations fire suppression systems and all other protective and security devices and ensure that these continue in full and effective operation at all times

If to preserve the automatic sprinkler system YOU are unable to turn off the water supply and drain down then YOU must set the heating so that a minimum temperature of 7 degrees Celsius is maintained

- YOU must ensure that any fuel or storage tanks are drained down or emptied and their contents removed by YOUR usual supplier
- YOU must keep the site clear of waste materials gas bottles and redundant contents
- YOU must close and secure all points of access to the PREMISES and bring into operation all locks and other protections fitted to the PREMISES
- A responsible person must inspect the PREMISES internally and externally at least once a week to ensure that parts (a) (b) (c) and (d) are being complied with and that there is no deterioration in the fabric of the building

An inspection log of all defects damage signs of vandalism or unauthorised access must be maintained and available for inspection at any time by US

All damage or defects must be rectified accordingly and all necessary repairs undertaken to make the PREMISES secure following any act of vandalism or unauthorised access

YOU must give US immediate advice of any illegal entry to or DAMAGE to the PREMISES whether YOU intend to make a claim or not

Trees

The necessary and reasonable costs to restore trees specified in this schedule following DAMAGE to its appearance when first planted by any cause not otherwise excluded by this policy

Excluding

(a) DAMAGE caused by STORM or FLOOD

(b) any cost arising from the failure of seed to germinate or trees to become established

Limit

£2,500 any one claim and £5,000 any one period of insurance

Extension 28 – Defibrillators and cabinets

The following Extension is added:

DAMAGE to defibrillators and associated cabinets for which YOU are responsible

Limit

£5,000 any one period of insurance

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Section 2: Fine art and collections

Not insured

Section 3: Equipment breakdown

Section applies.

Excess £250

Section 4: Business interruption

The items your insurance covers

The table below shows the amount covered by the Business interruption section of your policy.

Item	Sum insured	Declaration linked basis	Maximum indemnity period
Revenue	£10,000	No	12 months
Rent Receivable	£0.00	No	
Additional Cost of working	£10,000	No	12 months

Section 5: Goods in transit

Not Insured

Section 6: Money with assault extension

Cover A: Money

The table below shows the limit of our liability for any one occurrence.

Types of Money	Limit of liability
Non-negotiable money	£250,000
Other money	
On the premises during business hours	£1,000
In transit	£1,000
In any other circumstances	£500
Misappropriation by authorised employees (£2,000 per person)	£5,000
Money in safes out of business hours	£1,000
Money in an unspecified safe	
Money in the following Specified Safes (Subject to suitability of safe)	
n/a	£0

Cover B: Assault extension

Cover applies
Number of Units Insured 4

Money with assault clause

Section 6 - Money with assault extension

Cover B – Assault extension

Exclusions

Is restated as

WE shall not be liable for BODILY INJURY

- (1) arising from wilful exposure to needless peril (except in an attempt to save human life)
- (2) sustained by any person before that person attains the age of 16 years or after the expiry of the period of insurance in which that person attained the age of 90 years

Section 7: Personal accident

Cover types

Type B

Accidents arising out of and in the course of employment by the Insured

Insured persons or category of persons	Cover type		Benefits limit	Deferment period
Councillors, trustees volunteers and employees aged 16-85	B	Death	£50,000	
	B	Loss of limb(s) or loss of eye(s) or loss of hearing	£50,000	
	B	Permanent total disablement	£50,000	
	B	Temporary total disablement	£250 per week	2 weeks
	B	Temporary partial disablement	£40 per week	2 weeks

Insured persons or category of persons	Cover type		Benefits limit	Deferment period
Councillors, trustees volunteers and employees aged 86-90	B	Death	£50,000	
	B	Loss of limb(s) or loss of eye(s) or loss of hearing	£50,000	

Personal accident clause

Section 7 - Personal accident

Exclusion 2) is restated as

2) sustained by any person under the age of 16 years or to any person after the expiry of the period of insurance in which that person attained the age of 90 years

7 – Personal accident

Extension 6 - Key person cover

Definitions applicable to this endorsement

Each time any of the following words or phrases appear in this extension in capital letters they will take the specific meaning shown below and not as otherwise stated

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Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

KEY PERSON(s)

Any of your clerks deputy clerks grounds-men or deputy grounds-men aged between 16 and 90 inclusive at the start of the PERIOD OF INSURANCE

WE consider them to be KEY PERSON only while they are working on behalf of YOUR BUSINESS or commuting to or from YOUR BUSINESS

ACCIDENTAL BODILY INJURY

An identifiable bodily injury including illness solely and directly resulting from the injury to an INSURED PERSON which is caused by an accident occurring at an identifiable time and place during the PERIOD OF INSURANCE and which results in the KEY PERSON death or DISABLEMENT

ILLNESS

An illness or disease contracted by a key person which first becomes apparent during the PERIOD OF INSURANCE and which results in the KEY PERSON DISABLEMENT

PERIOD OF INSURANCE

The time for which this policy is in force as shown in the schedule

DISABLEMENT

A condition which in the opinion of a qualified medical advisor approved by **us** entirely prevents the KEY PERSON from attending to their duties on YOUR behalf

Cover

If a KEY PERSON suffers ACCIDENTAL BODILY INJURY or contracts an ILLNESS which lasts for more than 14 days WE will pay YOU for the expense YOU incur in replacing YOUR KEY PERSON during the PERIOD OF INSURANCE and any subsequent PERIOD OF INSURANCE less any savings YOU are able to make in order to avoid or reduce a loss

Exclusions

WE will not make any payment under Extension 6 - Key person cover where the ACCIDENTAL BODILY INJURY to or ILLNESS of a KEY PERSON is directly or indirectly caused by or results from:

- (a) any emotional or psychiatric disorder or condition
- (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) the KEY PERSON committing suicide or deliberately injuring themselves or putting themselves in unnecessary danger (unless trying to save a human life)
- (d) any criminal act by YOU or the KEY PERSON
- (e) pregnancy or any condition connected with pregnancy or childbirth
- (f) 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 his policy

Limits

WE will pay the expense YOU incur up to £400 per week for a maximum of 26 weeks

If a KEY PERSON is suffering from temporary DISABLEMENT WE will pay only the period of that KEY PERSON DISABLEMENT and WE will consider the KEY PERSON to have made a recovery when he or she is able to engage in and perform the major duties of his or her role in YOUR BUSINESS

Section 8: Loss of registration/licence

Not Insured

Section 9: Liabilities

Cover 1: Employers' liability

Limit of indemnity £10,000,000

Cover 2: Public and products liability

Cover	Limit of indemnity	Third party property damage excess
Public liability	£10,000,000	£250
Products liability	£10,000,000	£N/A

Liabilities clauses

Employee(s) definition – Councillors

The definition of EMPLOYEE(S) is extended to include any COUNCILLOR

Section 10: Reputational risks

Cover 1 Libel Slander

Limit of indemnity £250,000

Cover 2 PR Crisis Communication

Cover A Claims related

Limit of indemnity £25,000

Excess £250

Section 11: Hirers' liability

Limit of indemnity: £2,000,000

Estimated hiring charges:

Third party property damage excess: £250

Section 12: Professional indemnity

Not insured



Section 13: Officials indemnity

Cover	Limit of Liability	Excess	Wrongful act date
Officials indemnity – Cover 2	£500,000	£250	N/A

Officials indemnity clauses

Officials indemnity section

Cover 2 of Section 13 is renamed to read 'Officials indemnity'

Insured definition

The definition of Insured is restated as follows

INSURED

means the council charity or organisation first named or identified as the Insured in the schedule

Trustee definition

The definition of Trustee is restated as follows

TRUSTEE

means anyone who is at any time a COUNCILLOR trustee director shadow director officer or member of the management committee of the ORGANISATION or the RELATED BODY and who is not

- (a) a trust corporation or
- (b) the receiver administrator administrative receiver liquidator or external auditor of that ORGANISATION or RELATED BODY

Section 14: Cyber

Not insured

Section 15: Legal expenses

Insured events	Limits of indemnity
ELP Standard cover	£250,000

Standard cover includes

- Employment disputes compensation awards & service occupancy
- Legal defence
- Statutory licence appeal
- Contract disputes
- Debt recovery
- Property protection and bodily injury
- Tax protection

Legal expenses clause

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C5034 Amendment to cover - ELP Cover

The following changes are made to the Legal Expenses section

Definitions

The definition of "Reasonable prospects" is deleted and replaced with the following

REASONABLE PROSPECTS

means

(1) For civil cases the prospects that the INSURED PERSON will recover losses or damages or a reduction in tax or Pay Related Social Insurance Contribution liabilities (or obtain any other legal remedy which WE have agreed to including an enforcement or judgment) or make a successful defence must be at least 51%

DAS or a PREFERRED LAW FIRM on DAS' behalf will assess whether there are REASONABLE PROSPECTS

(2) For criminal cases there is no requirement for there to be prospects of a successful outcome

(3) For all civil and criminal appeals the prospects of a successful outcome must be at least 51%

Cover

Insured event 1b) Employment financial compensation awards is deleted and replaced as follows:

(b) Employment financial compensation awards

Where DAS have accepted a claim under INSURED EVENT 1(a) WE will pay

(1) any basic and compensatory award

and/or

(2) an order for compensation or damages following a breach of the INSURED'S statutory duties under employment legislation

Provided that

(1) in cases relating to performance grievance or conduct of an employee the INSURED has sought and followed advice from OUR legal advice service throughout

(2) for compensation following YOUR breach of statutory duty under employment legislation YOU have at all times sought and followed advice from OUR legal advice service since the date when YOU should have known about the employment dispute

(3) for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy but not the redundancy payment itself YOU have sought and followed the advice given by DAS Claims Department prior to serving notice of redundancy

(4) the compensation award is awarded by a Workplace Relations Adjudicator Employment Appeals Tribunal or the Labour court under a judgement made after full argument and otherwise than by consent or default or is payable under settlement approved in writing in advance by DAS

(5) the total of the compensation awards payable by US shall not exceed the aggregate limit as stated in the policy schedule in any one period of insurance

Exclusions

- (i) Any compensation award relating to the following
 - (a) Trade union activities trade union membership or non-membership industrial or labour arbitration collective bargaining agreements trade union recognition or matters concerning European Work Councils
 - (b) Health & Safety related dismissals or any other claims brought under Section 27 of the Safety Health and Welfare Work Act 2005
 - (c) Pregnancy or maternity rights paternity parental or adoption rights
 - (d) Civil claims against or statutory rights in relation to trustees of occupational pension schemes
 - (e) Statutory rights in relation to Sunday shop and betting work
- (ii) Non-payment of money due under the relevant contract of employment or statutory provision relating thereto
- (iii) Any award ordered because the INSURED has failed to provide relevant records to employees under the National Minimum Wage
- (iv) Claims under the Organisation of Working Time Act where YOU have failed to maintain adequate working time records
- (v) Any employment financial compensation award relating to failure to comply with a current or previous recommendation made by the Workplace Relations Commission the Labour Court or a tribunal including non-compliance with a reinstatement or re-engagement order
- (vi) Any compensation award relating to personal injury brought as part of the same set of proceedings as a claim accepted under INSURED EVENT
 - 1(a) Employment practices legal protection

Section 16: Fidelity

Aggregate Limit of indemnity £150,000

Category: All EMPLOYEES

Type	Commencement date	Specific limit of indemnity	Excess
All EMPLOYEES	1st October 2020	£150,000	£250

Fidelity clause

Employee(s) definition – Councillors

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Section 17: Terrorism

Not Insured