

Mr Richard Whinney  
Prudhoe Town Council  
58 Front Street  
Prudhoe  
Northumberland  
NE42 4AA

## Local Council Policy Schedule

The Policy, the Policy Schedule, Certificates of Insurance and Endorsements form one document and should be read together. This Schedule replaces any previous Schedule.

Policy Number YLL-2720434373

Insured Prudhoe Town Council

Business Parish / Town Council

Period of Insurance  
From 02<sup>nd</sup> May 2016  
To 01<sup>st</sup> May 2017  
and any other period for which cover has been agreed.

Adjustment Premium £ 90.42

Premiums are inclusive of Insurance Premium Tax and/or VAT as appropriate.

Schedule Number 36276361

Long term agreement active until 02<sup>nd</sup> May 2017

Preparation Date 19<sup>th</sup> April 2016

Prepared by Mrs Emma Green

### Policy Cover Declaration:

You, the Insured, know of no known losses, events that could give rise to a claim, or circumstances that would be prejudicial to us, the Insurer, should the basis of cover on the below given insurance product (s) be changed.

**PART A – Material Damage**
**Table Headings**

Contents (a)	Furniture, fixtures, fittings and tenants improvements
Contents (b)	Other contents and consumable stock not specified below including printed books and unused stationery
Contents (c)	Computer equipment, other office equipment and sports equipment
Contents (d)	Televisions, audio-visual and photographic equipment (excluding videos), beer, wine, spirits, tools and gardening equipment
Contents (e)	Tools and Tobacco
Contents (f)	Camcorders, videos and gaming machines
Contents (g)	Civic Regalia

**Sums Insured**

Premises Address	Buildings Sum Insured	Loss of Rent	Contents (a)	Contents (b)	Contents (c)	Contents (d)	Contents (e)	Contents (f)	Contents (g)
1. The Spetchells Centre, Second Floor Unit, 58 Front Street, Prudhoe, Northumberland, NE42 5AA	£0.00	N/A	£0.00	£0.00	£2,430.00	£0.00	£0.00	£0.00	£0.00
2. West Cemetery Chapel, Edgewell Road, Prudhoe, Northumberland, NE42 6JJ	£173,040.00	N/A	£0.00	£1,000.00	£0.00	£0.00	£0.00	£0.00	£0.00
3. West Cemetery Toilets, Edgewell Road, Prudhoe, Northumberland, NE42 6JJ	£11,896.50	N/A	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
4. East Cemetery Shelter, Edgewell Road, Prudhoe, Northumberland, NE42 6JJ	£10,815.00	N/A	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00

**For Premises: 1**
**Insured Perils applicable to Material Damage : 1-13, 15 & 16**
**For Premises: 2, 3, 4**
**Insured Perils applicable to Material Damage: 1-16**
**Excesses Applicable to Building 1**

The following Excesses apply to each and every loss arising in respect of each and every separate premises:

Accidental Damage	£100
Theft	£100

Malicious Damage	£250
Storm or Flood	£250
Escape of Water	£250
Falling Trees or Branches	£250
Subsidence	£1,000

**Excesses Applicable to Building 2 & 3**

The following Excesses apply to each and every loss arising in respect of each and every separate premises:

Accidental Damage	£250
Theft	£250
Malicious Damage	£250
Storm or Flood	£250
Escape of Water	£250
Falling Trees or Branches	£250
Subsidence	£1,000

**Excesses Applicable to Building 4**

The following Excesses apply to each and every loss arising in respect of each and every separate premises:

Accidental Damage	£100
Theft	£100
Malicious Damage	£250
Storm or Flood	£250
Escape of Water	£250
Falling Trees or Branches	£250
Subsidence	£1,000

Variable contents excess active:

Premises	Contents	Excess
Premises 1: Second Floor Unit, 58 Front Street, Prudhoe, Northumberland, NE42 5AA	Office, Computer and Sports Equipment	£250
Premises 2: Edgewell Road, Prudhoe, Northumberland, NE42 6JJ	Stock & Other Unspecified Contents	£250

**Operative Endorsements:** 1, 2, 3 & 7 (see pages 31 - 33)

**PART B – Business Interruption**

Premises Address	Additional Expenditure	Indemnity Period (Months)	Loss of Data	Indemnity Period (Months)	Loss of Gross Revenue	Indemnity Period (Months)
All Premises	£50,000	12	N/A		N/A	

**For Premises: 1**

**Insured Perils applicable to Business Interruption : 1-13, 15 & 16**

**For Premises: 2, 3, 4**

**Insured Perils applicable to Business Interruption: 1-16**

**PART C – All Risks**
**Table Headings**

Contents (a)	Furniture, fixtures, fittings and tenants improvements
Contents (b)	Other Contents and consumable stock not specified below including printed books and unused stationery
Contents (c)	Computer Equipment, other office equipment and sports equipment
Contents (d)	Televisions, audio-visual and photographic equipment (excluding videos), beer, wine, spirits, tools and gardening equipment
Contents (e)	Tobacco
Contents (f)	Camcorders, videos and gaming machines
Contents (g)	Civic Regalia

**Additional Items:**

Where no premises address is shown, the item is not based at one location and cover is provided anywhere within the TERRITORIAL LIMITS.

Item Description	Sum Insured	Excess
Bus Shelters (23)	£92,000.00	£250
Planters inc floral columns	£32,014.00	£250
Public Seats	£12,876.00	£250
Signs	£3,000.00	£250
Play Equipment and surfaces	£78,013.00	£250
Gates & Fences	£15,900.00	£250
Rose Bowl, Trophies and Chairmans Chain of Office	£2,000.00	£100
Christmas Lights	£6,214.00	£100
Electricity Supply Fixtures	£1,800.00	£250
Lytch Gate/ War Memorial @ St Mary Magdalene	£60,000.00	£100
Litter Bins	£6,200.00	£100
4 Picnic Benches	£1,000.00	£100
Gazebos	£1,605.00	£100
Memorial seats	£11,875.00	£100
2 set of Wrought Iron Gates	£2,000.00	£100
Skate Park Equipment	£35,000.00	£100

The excess stated applies to each and every loss.

**Operative Endorsements:** 1, 2, 3 & 7 (see pages 31 - 33)

**PART D – Money**

	<b>Limit any one loss</b>
1. Loss of Non-Negotiable MONEY in the situations specified in items 2(a), 2(b), 2(c)(i) and 2(c)(ii):	£250,000
2. Loss of other MONEY:	
(a) in transit in the custody of any MEMBER or EMPLOYEE or in transit by registered post (limit £250), or in a Bank Night Safe	£5,000
(b) in the private residence of any MEMBER or EMPLOYEE	£250
(c) in the PREMISES	
(i) in the custody of or under the actual supervision of any MEMBER or EMPLOYEE	£5,000
(ii) in locked safes or strongrooms	£5,000
(iii) in locked receptacles other than safes or strongrooms	£250

**Excess:** £50 each and every loss

**Personal Accident Assault Limits:** Stated in Section 3(c) (*see page 33*)

Operative Endorsements:

In regard of section 1, the definition of persons insured shall be between the ages of 16 and 90

## PART E – Public Liability

**Limit of Indemnity:** £15,000,000

**Excess:** £100 each and every claim in respect of Section 2(d)(ii)

### Operative Endorsements:

1. Environmental Clean Up Costs. The following Special Definitions are added to Section 1:

#### Clean Up Costs

- a) Testing for or monitoring of Pollution or Contamination
- b) the costs of Remediation required by any Enforcing Authority to a standard reasonably achievable by the methods available at the time that such Remediation commences.

#### Remediation

Remedying the effects of Pollution or Contamination including primary, complementary and compensatory actions as specified in the Environmental Damage (Prevention and Remediation) Regulations 2009.

#### Enforcing Authority

Any government or statutory authority or body implementing or enforcing environmental protection legislation within the **territorial limits**.

#### Cover

With effect from 01 July 2009 or the inception of the policy if later, the **insurer** will indemnify the **insured** in respect of all sums including statutory debts that the **insured** is legally liable to pay in respect of Clean Up Costs arising from environmental damage caused by Pollution or Contamination where such liability arises under an environmental directive, statute or statutory instrument.

Provided always that:

- a) liability arises from Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance. All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the same time such incident takes place
- b) the **insurer's** liability under this Extension shall not exceed £1,000,000 for any one occurrence and in the aggregate in any one Period of Insurance and will be the maximum the **insurer** will pay inclusive all costs and expenses. This limit will form part of and not be in addition to the Limit of Indemnity stated in the Schedule
- c) immediate loss prevention or salvage action is taken and the appropriate authorities are notified

## Exclusions

The **insurer** shall be under no liability:

1. in respect of Clean up Costs for **damage** to the **Insured's** land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the **insured's** care, custody or control
2. for **damage** connected with pre-existing contaminated property
3. for **damage** caused by a succession of several events where such individual event would not warrant immediate action
4. in respect of removal of any risk of an adverse effect on human health on the Insured's land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the **insured's** care, custody or control
5. in respect of costs in achieving an improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time Remediation commences
6. in respect of costs for prevention of imminent threat of environmental damage where such costs are incurred without there being Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident
7. for **damage** resulting from an alteration to subterranean stores of groundwater or to flow patterns
8. in respect of costs for the reinstatement or reintroduction of flora or fauna
9. for **damage** caused deliberately or intentionally by the **insured** or where they have knowingly deviated from environmental protection rulings or where the **insured** has knowingly omitted to inspect, maintain or perform necessary repairs to plant or machinery for which they are responsible
10. in respect of fines or penalties of any kind
11. for **damage** caused by the ownership or operation on behalf of the **insured** of any mining operations or storage, treatment or disposal of waste or waste products other than caused by composting, purification or pre-treatment of waste water
12. for **damage** which is covered by a more specific insurance policy
13. for **damage** caused by persons aware of the defectiveness or harmfulness of products they have placed on the market or works or other services they have performed
14. for **damage** caused by disease in animals belonging to or kept or sold by the **insured**.



2. Section 13 – Exclusion 2 b) is amended to read as:

exemplary or punitive damages awarded by any Court of Law outside the **territorial limits**.

3. The following Section is added:

**Section 15 - Corporate Manslaughter and Corporate Homicide Act 2007**

The **insurer** will indemnify the **insured** against legal costs and expenses incurred with the **insurer's** prior written consent in defending any criminal prosecution including an appeal against a conviction arising from any such prosecution and or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the Period of Insurance in the course of the **business**.

Provided that:

- a) the **insurer's** total liability under this Section will not exceed in the aggregate the sum specified in the Schedule as the Limit of Indemnity in any one period of insurance. This limit will form part of and not be in addition to the Limit of Indemnity specified in the Schedule
- b) this Section will only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- c) the **insurer** must consent in writing to the appointment of any solicitor or counsel who are to act for and on the **insured's** behalf
- d) the **insured** will give to the **insurer** immediate notice of any summons or other process served upon the **insured** which may give rise to proceedings under this Section
- e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- f) the **insurer** will not be liable for:
  - i) any deliberate or intentional criminal act committed by the **insured** giving rise to a corporate manslaughter or corporate homicide charge
  - ii) fines or penalties of any kind
  - iii) the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of:
    - 1) the Health and Safety at Work, etc Act 1974 or any regulations made thereunder
    - 2) the Consumer Protection Act 1987 or any regulations made thereunder
  - iv) defence costs available from any other source or provided by any other insurance or where but

for the existence of this Section indemnity would have been provided by such other source or insurance

- g) where the **insurer** has already indemnified the **insured** in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another section of the policy the amount paid under that section will be taken into account in arriving at the **insurer's** liability payable under this Section.
4. It is agreed that that Section 13 Exclusion 10 of this Part shall not apply to any discharge, release or escape of legionella from any **premises** owned or operated by the **insured** subject to:
- a) a regular risk assessment being carried out of all water systems to assess the risk of legionella and the suitable management of any risk of legionella being identified in the risk assessment; and
  - b) compliance with the Health and Safety Commission's Approved Code of Practice entitled "Legionnaires disease - The control of legionella bacteria in water systems"; and
  - c) details having been supplied by the **insured** to the **insurer** of the number of **premises** owned or operated by the **insured** where cooling towers, evaporative condensers and/or other apparatus giving rise to an increased risk of legionella are present; and
  - d) details having been supplied by the **insured** to the **insurer** of all incidents of legionellosis having occurred at any **premises** owned or operated by the **insured** in the last ten years.

All Pollution or Contamination which arises out of or as a consequence of any discharge, release or escape of legionella from any **premises** owned or operated by the **insured** shall be deemed to have occurred on the date that the **insured** first become aware of circumstances which have given or may give rise to such Pollution or Contamination.

This Part shall not apply to any claim arising from Pollution or Contamination which arises out of or as a consequence of any discharge, release or escape of legionella from any **premises** owned or operated by the **insured** if before the current Period of Insurance the **insured** had become aware of circumstances which have given or may give rise to such Pollution or Contamination.

The **insurers** total liability for Pollution or Contamination, including the indemnity provided by this endorsement, which is deemed to have occurred during the Period of Insurance will not exceed in the aggregate the sum specified in the Schedule as the Limit of Indemnity.

The **insured** shall give notice in writing to the **insurer** immediately on becoming aware of circumstances which have given or may give rise to a claim under this endorsement.

#### 5. OFFICIALS INDEMNITY

'Under Part E - Public Liability, for the purposes of Section 3 - Financial Loss, **employee** is held to include **member**'

There is no additional premium required for this cover.

## PART G – Employers Liability

**Limit of Indemnity:** £10,000,000

### **Operative Endorsements:**

1. The following Section is added.

#### **Section 8 – Corporate Manslaughter and Corporate Homicide Act 2007**

The **insurer** will indemnify the **insured** against legal costs and expenses incurred with the **insurer's** prior written consent in defending any criminal prosecution including an appeal against such a conviction arising from any such prosecution and or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the Period of Insurance in the course of the **business**.

Provided that:

- a) The **insurer's** total liability under this Section will not exceed in the aggregate the sum specified in the Schedule as the Limit of Indemnity in any one period of insurance. This limit will form part of and not be in addition to the Limit of Indemnity specified in the Schedule
- b) this Section will only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- c) the **insurer** must consent in writing to the appointment of any solicitor or counsel who are to act for and on the **insured's** behalf
- d) the **insured** will give to the **insurer** immediate notice of any summons or other process served upon the **insured** which may give rise to proceedings under this Section
- e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- f) the **insurer** will not be liable for:
  - i) any deliberate or intentional criminal act committed by the **insured** giving rise to a corporate manslaughter or corporate homicide charge
  - ii) fines or penalties of any kind
  - iii) the defence of any criminal proceedings brought or in an appeal against conviction rising from such proceedings in respect of breach of:
    - 1) the Health and Safety at Work, etc., Act 1974 or any regulations made thereunder

- 2) the Consumer Protection Act 1987 or any regulations made thereunder
- iv) defence costs available from any other source or provided by any other insurance or where but for the existence of this Section indemnity would have been provided by such other source or insurance
- g) where the **insurer** has already indemnified the **insured** in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of an or investigation connected with corporate manslaughter or corporate homicide under another section of the policy the amount paid under that section will be taken into account in arriving at the **insurer's** liability payable under this Section.

**PART H – Libel and Slander**

**Sum Insured**

£250,000

**Excess:** 10% each and every claim or £1,000 whichever is the lower

**PART N – Fidelity Guarantee**

<b>Persons Guaranteed:</b>	<b>Sum Insured</b>
All MEMBERS and EMPLOYEES	£500,000

**Excess:** £100 each and every loss

**PART O – Personal Accident**

Cover is limited to £500,000 any one person and £2,000,000 any one incident.

**Persons Insured:**

**Employees**

Capital Sum	£50,000.00
Weekly Sum	£200.00
Cover	Sections 2 and 3 - Accident and Assault Cover

**Volunteers**

Capital Sum	£50,000.00
Weekly Sum	£200.00
Cover	Sections 2 and 3 - Accident and Assault Cover

**Directors/Councillors**

Capital Sum	£50,000.00
Weekly Sum	£200.00
Cover	Sections 2 and 3 - Accident and Assault Cover

**Operative Endorsement:**

Special Condition 4 of Section 5 is inoperative provided always that the **insurer** will not make any payment of any benefit or in respect of any expense or loss arising from any Person Insured who has attained the age of 90 years unless such expense or loss arises during the period of insurance during which the Person Insured attains the age of 90

**PART P – Legal Expenses**

The Claims Handling Agent is DAS Legal Expenses Insurance Company Limited.

**Section:**

3. Employment Disputes and Compensation Awards	
(A) Employment Disputes	Operative
(B) Compensation Awards	Operative
4. Legal Defence	Operative
5. Property Protection and Bodily Injury	
(A) Property Protection	Operative
(B) Bodily Injury	Operative
6. Tax Protection	Operative
7. Contract Disputes - £5,000 Limit	Operative
(b) Not operative	
8. Statutory Licence Protection	Operative
<b>Limit of Indemnity:</b>	£200,000

The following is also operative: EPL Extension  
Section 2 (c) shall read:

(c) in civil claims other than claims under Section 3 it is always more likely than not that a Person Insured will recover damages (or obtain any other legal remedy which the **insurer** has agreed) or make a successful defence.

Provisos (i) (1), (i) (2) and (ii) to Section 3 (B) are deleted.

The following is also operative: Debt Recovery

**Insured Incident**

The **insurer** will negotiate for the **insured's** legal rights including enforcement of judgment to recover money and interest due from the sale or provision of goods or of services, provided always that:

- a) the amount of the debt exceeds £250 (incl VAT)
- b) the claim under this Part is made within 90 days of the money becoming due and payable
- c) the **insurer** has the right to select the method of enforcement, or to forego enforcing judgment if the **insurer** is not satisfied that there are, or will be, sufficient assets available to satisfy judgment.

**Exceptions**

The **insurer** will not provide indemnity in respect of or arising from or relating to:

- 1) any claim relating to:
  - i) any settlement payable under an insurance policy;

- ii) a lease, licence or tenancy of land or buildings;
- iii) a loan, mortgage, pension, guarantee or any other financial product and choses in action;
- iv) a motor vehicle owned by, or hired or leased to the **insured** other than agreements relating to the sale of motor vehicles where the **insured** is engaged in the business of selling motor vehicles.

2) a dispute which arises out of the supply, hire, sale or provision of computer hardware, software, systems or services

3) the recovery of money and interest due from another party where the other party intimates that a defence exists.

4) any dispute which arises from debts which the **insured** has purchased from a third party.

#### Exclusions to Section 8

We will not provide indemnity in respect of or arising from or relating to:

- a) any debt arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the debt is due within the first 90 days of the indemnity provided by this section
- b) the recovery of money and interest due from another party where the other party intimates that a defence exists
- c) any claim relating to:
  - i) any settlement payable under an insurance policy
  - ii) any lease, licence or tenancy of land or buildings
  - iii) any motor vehicle owned by, or hired or leased to you other than agreements relating to the sale of motor vehicles where you are engaged in the business of selling motor vehicles
- d) any dispute which arises out of the purchase, hire, sale or provision of computer hardware, software, systems or services.



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**Zurich Insurance plc**

A public limited company incorporated in Ireland. Registration No. 13460. Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland.

UK Branch registered in England and Wales Registration No. BR7985. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

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