

Ms Paula Hartley  
Monmouth Town Council  
Shire Hall  
Agincourt Square  
Monmouth  
Gwent  
NP25 3DY

## Select for Local Councils Policy Schedule

This insurance policy, which meets your demands and needs, has been based on the latest information obtained from you. The Policy, the Policy Schedule, any Certificates of Insurance and Endorsements form one document and should be read together. This Schedule replaces any previous Schedule.

Policy Number	YLL-122015-7473
Insured	Monmouth Town Council
Business	Parish / Town Council
Period of Insurance	
From	12 <sup>th</sup> July 2022
To	23 <sup>rd</sup> October 2022
and any other period for which cover has been agreed.	
Adjustment Premium	£ 0.00

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

Schedule Number	102623537
Long term agreement active until	24 <sup>th</sup> October 2023
Preparation Date	12 <sup>th</sup> July 2022
Prepared by	Mr Charles Thomson
Policy Form Reference	MLAACD05

### Policy Cover Declaration:

You, the Insured, are not aware of any known losses or 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.

This is important information, please read it carefully and check that the facts given about you are correct and that we have included all the covers that you require. We are unable to give you advice so it is your responsibility to check the cover is correct for your organisation.

## Important information

### **Taking reasonable care**

We require that you take reasonable care in managing your activities. Where appropriate this requires you to do the following:

- Keep written risk assessments for your key activities
- Keep written records of your staff and volunteer training. For example, manual handling training, or for use of tools and machinery
- Abide by any rules, guidelines or advice that is given to you by any relevant authority, such as a Local Authority, or the Health and Safety Executive

We want you to be confident about your insurance and understand what is required of you. Please contact us if you have any questions relating to the above.

## Lines of Cover applying

### 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)	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. Public Toilets, Address, Agincourt Street, Monmouth, Gwent, NP25 3DZ	£145,344.56	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

#### Excesses Applicable to Premises 1

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

Accidental Damage	£100
Theft	£100
Riot civil commotion and Malicious Persons	£250
Storm or Flood	£250
Escape of Water	£250
Falling Trees or Branches	£250

**Operative Endorsements:** 1, 2, 3, 5, 6, 7, 8 & 9 (please refer to the Endorsement section of the policy wording)

**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

Item Description	Premises Address (if applicable)	Sum Insured	Excess
Contents (a)	Shire Hall, Agincourt Square, Monmouth, Gwent, NP25 3DY	£2,368.66	£100

**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
Mayors Robe	£1,976.72	£100
Computers and Laptop	£3,845.87	£100
2 x Hats & Wigs	£1,976.72	£100
Millennium Wheel	£21,609.63	£100
Mayors Consort Pendant	£8,438.01	£100
Deputy Mayors Pendant & Chain	£8,098.00	£100
2 x Maces	£78,283.40	£100
Mayors Chain	£111,436.15	£100
Photocopier	£4,361.99	£100
Town Clerks Robe	£1,620.92	£100
Icicle Lights	£1,861.67	£100
24 x Blue Heritage Plaques	£13,845.03	£100
3 x Mace Bearers Uniforms	£3,953.48	£100
Play Equipment - drybridge park - play equip, fencing surfacing etc	£45,088.67	£100
Park Railings	£14,906.07	£100
Red Telephone Box	£1,205.99	£100
Street Furniture inc. benches, bins, notice boards and picnic benches	£16,540.17	£100
Metal Gate & Post at Dixon Field	£304.43	£100
Safety Lifebelt and Post	£245.88	£100
defibrillator and cabinet	£2,341.74	£100
Braille embosser and associated software (kept in office)	£3,278.18	£100
Street Lighting	£2,608.37	£100
Cycle Hoops	£695.57	£100
Sculpture/Bench	£5,190.46	£100

3 x laptops	£1,804.56	£100
2 x mobile phones	£360.50	£100
3x Epson Workforce Printers	£261.11	£100
War Memorial	£305,552.00	£100
3x Dell Docking Stations	£432.60	£100
TV & TV Stand	£517.99	£100
Meeting Owl Microphone & Camera	£825.00	£100
HMS Monmouth Bell	£2,000.00	£100
Temporary Christmas Lights	£15,021.04	£100

The excess stated applies to each and every loss.

**Operative Endorsements:** 1, 2, 3 & 7 (see pages 35 - 37)

## Part E – Public Liability

**Limit of Indemnity:** £12,000,000

**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**.

### 3. **Officials Indemnity**

#### Section 3 – Financial Loss

For the purposes of this Section, **employee** is held to include **member**

#### **Part G – Employers Liability**

##### **Limit of Indemnity:**

£10,000,000

##### **Operative Endorsements:**



**Part H – Libel and Slander**

**Sum Insured**

£250,000

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

**Part K – Inspection Contract**

**Service:** Inspections of each item of Plant described in the Plant Specification under Contract Number EI-122015-7477.

### Part N – Fidelity Guarantee

<b>Persons Guaranteed:</b>	<b>Sum Guaranteed</b>
All members and employees	£250,000

**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	
Capital		1.00 times annual earnings
Weekly		1.00 times weekly earnings
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:

1) 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
(C) Service Occupancy	Operative
4. Legal Defence	Operative
5. Property Protection and Bodily Injury	
(A) Property Protection	Operative
(B) Bodily Injury	Operative
6. Tax Protection	
(A) Inland Revenue Investigations, Full or Aspect Enquiries	Operative
(B) Employers compliance	Operative
(C) VAT disputes	Operative
7. Contract Disputes - £5,000 Limit	Operative
8. Statutory Licence Protection	Operative
<b>Limit of Indemnity:</b>	£200,000

### Operative Endorsements

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

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.

## General Notes

### 1. Fair presentation of the risk

You must make a fair presentation of the risk to us at inception, renewal and variation of your policy. This means that we must be told about all facts and circumstances which may be material to the risks covered by the policy and that you must not make a misrepresentation to us about any material facts. As part of your duty of fair presentation, you must ensure that the information detailed within the schedule is correct and complete. A material fact is one which would influence the acceptance or assessment of the risk. If you have any doubt about facts considered material, it is in your interests to disclose them to us.

Failure to make a fair presentation of the risk could result in the policy either being avoided, written on different terms or a higher premium being charged, depending on the circumstances surrounding the failure to present the risk fairly.

This policy is compliant with the principles of the Insurance Act 2015 law reforms. It also incorporates an 'opt out' which has the aim to promote good customer outcomes. We have opted-out of the 'proportionate reduction of claim remedy' available to insurers under the Insurance Act 2015. This means that in cases of non-disclosure or misrepresentation which are neither deliberate nor reckless, if we would have charged an additional premium had we known the relevant facts, we will charge that premium and pay any claims in full rather than reducing claims payments in proportion to the amount of premium that would have been charged.

We believe that our 'additional premium approach' should, in most situations, be more favourable to our customers when compared to the proportionate reduction of claim remedy. Our additional premium approach does not affect our right to apply the other remedies available under the Act for non-disclosure or misrepresentation.

### 2. Cancellation

All insurance policies run for a fixed period of time. The Insured can terminate an insurance contract verbally or in writing at any time by calling 0800 917 9531 or emailing [Customers.team@uk.zurich.com](mailto:Customers.team@uk.zurich.com). Zurich may cancel the policy by giving 30 days' notice in writing. In such an event the insured will be entitled to a return of premium in respect of the unexpired portion of the period of insurance.

If you cancel your policy before the start date, you will be entitled to a full refund of premium. If you cancel within 14 days of the start date, you will be entitled to a full refund of premium, providing no claim has been made. After 14 days, if no claim has been made, we may offer a full or partial refund, depending on the time the policy was on risk and the circumstances at the time of the cancellation request. Please note, a cancellation charge of £50 may be applied.

### 3. Bonus and fee structure

Employees and businesses who work for ZIP UK are remunerated in various different ways for selling insurance contracts. Employees receive a basic salary and also receive a bonus based on a number of factors, including the achievement of sales and quality targets. Businesses which work for the insurer on an outsourced basis receive a fee and also additional payments based on a number of factors, including the achievement of sales and quality targets.

## Claims contact information

Although we'd all like to control the future, sometimes accidents are unavoidable. That's why we've made it as easy as possible to make a claim. More information can be found [here](#). Ready to make a claim? Please use the contact details below to ensure you're connected to the right team:

Type of Claim	Claims team	Claims contact details
Buildings, contents including "All Risks" Items	Property Claims	<b>Online:</b> <a href="https://propertyclaims.zurich.co.uk/index.html">https://propertyclaims.zurich.co.uk/index.html</a> <b>Tel:</b> 0800 028 0336 <b>Email:</b> <a href="mailto:farnboroughpropertyclaims@uk.zurich.com">farnboroughpropertyclaims@uk.zurich.com</a> <b>Address:</b> Zurich Municipal Property Claims, PO Box 3303, Interface Business Park, Swindon, SN4 8WF
Business interruption		
Money		
Works in progress		
Public liability	Liability Claims	<b>Online:</b> <a href="https://liabilityclaims.zurich.co.uk/index.html">https://liabilityclaims.zurich.co.uk/index.html</a>  <b>Tel:</b> 0800 783 0692  <b>Email:</b> <a href="mailto:fnlc@uk.zurich.com">fnlc@uk.zurich.com</a>  <b>Address:</b> Zurich Municipal Casualty Claims, Zurich House, 1 Gladiator Way, Farnborough, Hampshire, GU14 6GB
Employers liability		
Personal assault under Money		
Personal accident		
Financial and administrative liability		
Professional negligence		
Hirers liability		
Fidelity guarantee		
Libel and slander		
Engineering insurance		
Engineering – Deterioration of stock		
Business travel		
Motor	Motor Claims	<b>Online:</b> <a href="https://motorclaims.zurich.co.uk/index.html">https://motorclaims.zurich.co.uk/index.html</a>  <b>Tel:</b> 0800 916 8872  <b>Email:</b> <a href="mailto:zmnewmotorclaims@uk.zurich.com">zmnewmotorclaims@uk.zurich.com</a>  <b>Address:</b> Zurich Municipal Motor Claims, PO Box 3322, Interface Business Park, Swindon, SN4 8XW
Legal Expenses	DAS Legal Claims	<b>Tel:</b> 0117 934 2116

### How to make a claim:

1. You can make a claim using the online portal, by email or phone using the contact details above.
2. A claim form may be sent for you to complete, or you may be asked to send details in writing.
3. If you have any questions, please call the relevant office for guidance.
4. For out of hours help/emergency property losses - please contact 0800 028 0336

**DAS Head and Registered Office:**

DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH  
Registered in England and Wales | Company Number 103274 Website: [www.das.co.uk](http://www.das.co.uk)  
DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority  
and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

**DAS Law Limited Head and Registered Office:**

DAS Law Limited | North Quay | Temple Back | Bristol | BS1 6FL  
Registered in England and Wales | Company Number 5417859 Website: [www.daslaw.co.uk](http://www.daslaw.co.uk)  
DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).

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Communications may be monitored or recorded to improve our service and for security and regulatory purposes.