

## Cover Summary

<b>Section</b>	<b>Cover Operative</b>	<b>Limit of Indemnity</b>
Property Damage	Covered	As per Schedule
Money	Covered	As per Schedule
Business Interruption	Covered	As per Schedule
Employers' Liability	Covered	£10,000,000
Public and Products Liability	Covered	£10,000,000
Fidelity Guarantee	Covered	£150,000
No Claims Discount and Application of Excess Protection	Not Covered	Not Applicable
Libel and Slander	Covered	£250,000
Officials Indemnity	Covered	£500,000
Personal Accident	Covered	£100,000
Legal Expenses	Covered	£250,000
Data Breach Response	Not Covered	Nil

Applicable to all Sections where stated.

### **Excess**

From the amount of all claims in respect of one Occurrence, which shall be adjusted in accordance with the terms Exclusions and Conditions of this Policy, the Insurer will deduct the amount of the Excess stated.

Insurance Limits (and Sub-limits) are inclusive of Excesses.

Only one Excess will apply in respect of any one Occurrence. In the event that more than one Excess applies, then only the higher Excess will apply.

### **Sub Limits**

Sub-limits form part of the Limit of Liability and, unless otherwise stated, do not apply in addition to it.

All Limits of Liability apply any one Occurrence.

Limits are inclusive of the Excess unless otherwise stated.

If more than one Sub-limit applies to the same loss, the Insurer's liability will be limited to the lesser Sub-limit.

**Part A - Property Damage and Business Interruption**

**Section 1 - Property Damage**

<b>Property Insured</b>	<b>Declared Value</b>	<b>Sum Insured</b>
Buildings	£874,818	£1,049,781
Contents	£27,500	£33,000
Other <b>Property Insured</b> away from the <b>Premises</b>		
Street Furniture	£60,000	£72,000
Gates and Fences	£30,000	£36,000
Playground Equipment	£146,830	£176,196
CCTV Equipment	£963	£1,155
War Memorials	£40,000	£48,000
Ground Surfaces	Not Insured	£0
Mowers and Machinery	£8,151	£9,781
Sports Equipment	£15,000	£18,000
Regalia	Not Insured	£0
Terrorism	Not Insured	

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<b>Section Excess:</b>	£125
<b>Excess in respect of all Subsidence claims:</b>	£1,000
<b>Excess in respect of all Terrorism claims:</b>	Nil
<b>Territorial Limits:</b>	Great Britain, Northern Ireland, the Channel Islands and the Isle of Man

Property Damage Extensions - Sub-Limits

	<b>Sub-Limit of Indemnity</b>
Decontamination and Clean Up Expense	£25,000
Deterioration of Freezer Stock	£1,000
Fire Brigade Charges and Extinguishing Expenses	£25,000
Inadvertent Omission to Insure	£250,000
Involuntary Betterment	£25,000
Landscaping Costs	£25,000
Locks	£5,000
Metered Utility Charges	£25,000
Mitigation of Environmental Impact	10% of the Building Sum Insured or £50,000 whichever is less
Mitigation of Loss	£10,000
Motor Vehicles	£10,000
Pair and Set / Consequential Reduction in Value	£10,000
Resilient Repairs - Extra Costs	£10,000
Third Party Sites	£10,000
Trace and Access	£25,000
Unauthorised Use of Metered Utilities	£10,000

Section 1A - Money

<b>Money</b>	<b>Insured</b>
Crossed cheques and other non-negotiable Money	£250,000
In Transit or in the Insured's premises during business hours, or in a bank night safe	£2,500
In a locked safe at the Insured's premises out of business hours	£2,500
Out of a safe at the Insured's premises out of business hours	£350
In the private dwelling houses of any councillors or clerks	£350
Whilst at exhibitions and/or fetes	£350
Personal Accident (Assault) - if any <b>Employee</b> or other person entrusted with money is injured as a direct result of theft or attempted theft of money involving assault or violence or the threat of assault or violence. Scale of benefits as follows:	
1. Death	£25,000
2. Loss of Limb(s), Loss of Hearing, Loss of Sight or Loss of Speech	£25,000
3. Permanent Total Disablement	£25,000
4. Temporary Total Disablement	£100 per week
5. Temporary Partial Disablement	£50 per week
6. The cost of professional counselling	£30 per hour £1,000 per person £5,000 in the aggregate during the Period of Insurance
7. Clothing and Personal Effects	£250
Territorial Limits	Great Britain, Northern Ireland, the Channel Islands and the Isle of Man

Section 2 - Business Interruption

	<b>Cover</b>	<b>Sum Insured</b>
Item 1 - Gross Revenue Maximum Indemnity Period: 12 Months	Insured	£10,000
Item 2 - Additional Increased Cost of Working	Not Insured	
Item 3 - Standalone Increased Cost of Working Maximum Indemnity Period: 12 Months	Insured	£10,000
Item 4 - Loss of Rent Receivable	Not Insured	
Territorial Limits	Great Britain, Northern Ireland, the Channel Islands and the Isle of Man	

**Business Interruption Extensions – Sub-Limits**

The following Sub-Limits only apply when Section 2 Item 1 above is marked as 'Insured'.

	<b>Sub-Limit of Indemnity</b>
<b>Extended Premises</b>	
Customers' Premises	£50,000
Suppliers' Premises	£50,000
Third Party Premises	£50,000
Transit	£50,000
<b>Extended Incident</b>	
Notifiable Human Disease and Other Health Risks	£50,000
Prevention of Access and Loss of Attraction	£50,000
Utilities	£50,000
<b>Excess</b>	
Utilities	£500

**The Insured:** Temple Cloud with Cameley Parish Council  
**Policy No:** 100723637BDN/LCO02014



Property Damage and Business Interruption Extensions - Sub-Limits

**Claims Preparation Expenses:**

£10,000 any one occurrence and £50,000 in the aggregate for the Period of Insurance

*Applicable to claims above £50,000 in value only:*

**Part B - Liabilities**

Section 3	Employer's Liability	Limit of Indemnity	<b>£10,000,000</b> any one claim or series of claims arising out of any one occurrence or series of occurrences consequent on or attributable to one source or original cause
	Territorial Limits		Worldwide in connection with the <b>Business</b> conducted by the <b>Insured</b> from premises within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands
	<b>Employer's Liability - Sub-Limits</b>		
	Terrorism		<b>£5,000,000</b> any one claim or series of claims arising out of any one occurrence or series of occurrences consequent on or attributable to one source or original cause
	War		<b>£5,000,000</b> any one claim or series of claims arising out of any one occurrence or series of occurrences consequent on or attributable to one source or original cause
Section 4	Public Liability	Limit of Indemnity	<b>£10,000,000</b> any one <b>occurrence</b>
	Products Liability <i>(Personal Injury and or Property Damage caused by the Insured's Products)</i>	Limit of Indemnity	<b>£10,000,000</b> any one <b>occurrence</b> and in the aggregate for the <b>Period of Insurance</b>
	Pollution Liability	Limit of Indemnity	<b>£10,000,000</b> any one <b>occurrence</b> and in the aggregate for the <b>Period of Insurance</b>
	Territorial Limits		Worldwide in connection with the <b>Business</b> conducted by the <b>Insured</b> from premises within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands
	<b>Public and Products Liability Extensions - Sub-Limits</b>		
	Indemnity to Hirer		<b>£2,500,000</b> any one <b>occurrence</b> and in the aggregate for the <b>Period of Insurance</b>
	Advertising Indemnity		<b>£1,000,000</b> any one <b>occurrence</b> and in the aggregate for the <b>Period of Insurance</b>
<b>Excess</b>			
Amount	£250		any one claim or series of claims arising out of any one <b>Occurrence</b> relating to <b>Property Damage</b>
	Nil		all other claims

Part C - Additional Covers

Section 5	<b>Fidelity Guarantee</b>	Limit any one Loss	<b>£150,000</b> any one <b>occurrence</b> and in the aggregate for the <b>Period of Insurance</b>	
		Territorial Limits	Great Britain, Northern Ireland, the Channel Islands and the Isle of Man	
		Sub-Limits		
		Auditors Fees	10% of the total payment otherwise agreed under the claim subject to a maximum of £50,000 payable in addition	
		Re-Writing of Records	10% of the total payment otherwise agreed under the claim subject to a maximum of £50,000 payable in addition	
Section 6	<b>NCD &amp; Excess Protection</b>		Not Insured	
		Loss of No Claims Discount	£500	
		Application of Excess Protection	£250	
Section 7	<b>Libel and Slander</b>	Limit of Indemnity	<b>£250,000</b> any one <b>occurrence</b> and in the aggregate for the <b>Period of Insurance</b>	
		Territorial Limits	Great Britain, Northern Ireland, the Channel Islands and the Isle of Man	
		Co-Insurance	10%	
Section 8	<b>Officials Indemnity</b>	Limit of Indemnity	<b>£500,000</b> any one <b>occurrence</b> and in the aggregate for the <b>Period of Insurance</b>	
		Territorial Limits	Great Britain, Northern Ireland, the Channel Islands and the Isle of Man	
Section 9	<b>Personal Accident</b>		Insured	
		Operative Time of Cover	Whilst carrying out official duties	
		<b>Scale of Compensation - Ages 16-75</b>		
		1. Death	£100,000	
		2. Loss of Limb(s), Loss of Hearing, Loss of Sight or Loss of Speech	£100,000	
		3. Permanent Total Disablement	£100,000	
		4. Temporary Total Disablement	£200 per week	
		5. Temporary Partial Disablement	£100 per week	
		Excess period for items 4 & 5	14 days	
		Maximum Benefit Period for items 4 & 5	104 weeks	
			In respect of any Insured Person who at the commencement of the current Period of Insurance is between the ages of 76 and 85 years the amounts stated in Items 1 and 2 of the Scale of Compensation are each reduced to £10,000.	



**Continental Scale**

Compensation under Item 2 of the Scale of Benefits will be paid in accordance with the following percentages subject of a maximum payment of 100% in the aggregate which the Insured Person has survived for at least one month

a)	<b>Permanent Total Disablement</b>	100%
b)	Permanent Loss of One or More Limbs	100%
c)	<b>Loss of Limb(s), Loss of Hearing, Loss of Sight or Loss of Speech</b>	
i)	Loss of Sight in One or Both Eyes or Loss of Hearing in Both Ears	100%
ii)	Loss of Hearing in One Ear	10%
d)	Permanent Loss by Physical Separation of	
i)	One Thumb	
	Both Phalanges	20%
	One Phalange	7%
ii)	One Index Finger	
	Three Phalanges	9%
	Both Phalanges	6%
	One Phalange	2%
iii)	One Other Finger	
	Three Phalanges	7%
	Both Phalanges	5%
	One Phalange	2%
iv)	One Great Toe	
	Both Phalanges	6%
	One Phalange	3%
iv)	One Other Toe	
	Three Phalanges	3%
	Both Phalanges	2%
	One Phalange	1%

<b>Territorial Limits</b>	Worldwide
<b>Legal Expenses</b>	Insured
Limit of Indemnity	£250,000
Employee Compensation Aggregate Limit	£1,000,000
Territorial Limits	As stated in the Policy

**Aviva Legal Helpline**

The Policy provides automatic free access to the Aviva Legal helpline. This is available 24 hours a day, 365 days a year. To contact the Aviva Legal helpline, please phone 0345 300 1899 and have the Policy Number available on request.

## Endorsements

The following endorsements are applicable to your BHIB Local Councils Policy Wording, in addition to the cover provided under the BHIB Local Councils Policy Booklet | v.02.10.2019 policy wording.

Cover is provided effective from the commencement of your Period of Insurance specified in your Policy Schedule at no additional charge, and is subject to the General Conditions, Exclusions and definitions detailed within your policy wording.

### Additional Endorsements

#### [ 30 ] - Tree Felling and Lopping Cover

The following Extension is added to Part A - Section One - Property Damage:  
The **Insurer** will pay for necessary and reasonable costs and expenses incurred by the **Insured** with the Insurer's consent for the lopping or removal of trees for which the **Insured** is responsible if such trees are considered by an arborologist or other qualified person to be an immediate threat to life or to the **Property Insured**.  
However, this Extension will not cover legal or local authority costs involved in removing trees or costs solely incurred to comply with a preservation order.  
The liability of the **Insurer** under this extension shall not exceed a maximum of £1,000 any one **Occurrence** and £5,000 any one **Period of Insurance**.

#### [ 31 ] - Fly Tipping Cover

The following Extension is added to Part A - Section One - Property Damage:  
The **Insurer** will pay the reasonable costs of clearing and removing any property illegally deposited in or around the **Premises**.  
The liability of the **Insurer** under this extension shall not exceed a maximum of £1,000 any one **Occurrence** and £5,000 any one **Period of Insurance**.

#### [ AMENDED ] - Amended Policy Introduction

**The following applies to your policy:**

The Policy Introduction is amended and restated as follows:

**Introduction**

The contract of insurance between you and us consists of the following elements, which must be read together:

- your policy wording;
- the information contained on your "Statement of Fact" document issued by us;
- the policy schedule
- any notice issued by us;
- any endorsement to your policy; and
- the information under the heading "Important Information" which we give you when you take out or renew your policy.

In return for you having paid or agreed to pay the premium, we will provide the cover set out in this policy, to the extent of and subject to the terms and conditions contained in or endorsed on this policy.

The following paragraphs remain unaltered:

- **Important**
- **Breach of Term**
- **Terms not relevant to the actual loss**

### [ COVEX ] - General Exclusions - Coronavirus

The following is added to the General Exclusions at the back of your policy booklet.

3. We will not provide cover for any claim in any way directly or indirectly caused by, resulting from or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence:
  - a. Any Coronavirus (including but not limited to SARS-CoV, SARS-CoV-2 and MERS-CoV) or any disease caused by any Coronavirus (including but not limited to Severe Acute Respiratory Syndrome, COVID-19 and Middle East Respiratory Syndrome);  
or
  - b. Any mutation or variation of any virus or disease listed under 1 above, or any other disease by any such mutated or varied virus,  
including, without limitation to the scope of the foregoing:
    - i. Any measures taken by any governmental, public or other authority or any other person for the prevention, suppression, mitigation, cleaning or removal of any virus or disease referred to in a. or b. above,  
or
    - ii. Any fear or threat of a. , b. or i. above.

However, this Policy Exclusion does not apply in respect of the following Sections when insured by this policy

- a. Employers' Liability
- b. Public and Products Liability
- c. Fidelity Guarantee
- d. Officials Indemnity
- e. Personal Accident

### [ GDPRCLP ] - Data Protection Act wording amendment (CLP)

#### Part C Section 10 Legal Expenses

The Data Protection clause is restated as follows

#### 2. Legal defence

##### B. Data Protection

1. The **Insurer** will defend the legal rights of an **Insured Person** following civil action taken against the **Insured Person** for compensation under Section 13 of the Data Protection Act 1998 or under Article 82 of the General Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing. The **Insurer** will also pay any compensation award made against the **Insured Person** under Section 13 of the Data Protection Act 1998) or under Article 82 of the General Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing.
2. The Insurer will represent the **Insured** in appealing against the refusal of the Information Commissioner to register the **Insured's** application for registration or alteration of registered particulars or an appeal against an Enforcement Deregistration or Transfer Prohibition Notice.

Provided that at the time of the insured incident, the **Insured** is registered with the Information Commissioner in respect of Contingency 2B a)

**[ GDPRELPL ] - Data Protection Act wording amendment (EL/PL)**

4. Data Protection Act

The indemnity provided by this Extension is on a "claims made" basis

Under this Extension the **Insurer** will indemnify the **Insured** and if the **Insured** so requests any **Person Entitled to Indemnity** in respect of their liability to pay

- a. compensation in respect of damage or distress arising under Section 13 of the Data Protection Act 1998 or under Article 82 of the General Protection Regulation (Regulation (EU) 2016/679) under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing and defence costs and expenses incurred with the consent of the **Insurer**
- b. defence costs incurred with the consent of the Insurer in relation to a prosecution brought under the Data Protection Act 1998 or under Article 82 of the General Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing

The maximum We will pay for all claims happening during any one period of Insurance is £1,000,000

Provided that

- a. Item a) of this Extension shall not apply
  - i) in respect of Section 3 Employers' Liability to such damage or distress that is not suffered by an **Employee**
  - ii) in respect of Section 4 Public and Products Liability to such damage or distress that is suffered by an **Employee**
  - iii) to the extent that an indemnity is provided elsewhere in this **Policy**
- a. Item b) of this Extension shall not apply
  - i) in respect of Section 3 Employers' Liability where the infringement leading to the prosecution does not relate to the personal data of an **Employee**
  - ii) in respect of Section 4 Public and Products Liability where the infringement leading to the prosecution relates to the personal data of an **Employee**
- a. this Extension is subject to the Insured having registered in accordance with the terms of the Data Protection Act 1998 or under Article 82 of the General Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing
- b. any claim for compensation is first made or prosecution first brought against the **Insured** during the **Period of Insurance**
- c. this Extension will not apply in respect of
  - i. the payment of fines or penalties
  - ii. the cost of replacing reinstating rectifying or erasing any data
  - iii. claims which arise out of circumstances notified to previous insurers or known to the Insured at inception of this **Policy**

### [ IL001 ] - Index Linking

**Sums Insured** and/or Declared Values will be adjusted to take into account movements in the appropriate index and renewal premiums will be based on the adjusted **Sums Insured** and/or Declared Values.

For **Contents** and other **Property** specifically described in the **Schedule** (other than **Stock**), the Retail Price Index (or some other suitable index **the Insurers** decides upon) will be used. The above percentage changes will continue to be applied between the date of any damage and the date when replacement or repair has been completed.

### [ KEYPERSONS ] - Key Persons

Two - Business Interruption:

The **Insurer** will indemnify the **Insured** against;

1. death of the **Insured's Clerk, Deputy Clerk, Grounds Man or Deputy Grounds Man** or total and permanent disablement of the **Insured's Clerk, Deputy Clerk, Grounds Man or Deputy Grounds Man** which prevents them from attending to their normal occupation,
2. injury caused by accidental and violent means of **Insured's Clerk, Deputy Clerk, Grounds Man or Deputy Grounds Man**
3. illness of the **Insured's Clerk, Deputy Clerk, Grounds Man or Deputy Grounds Man**

We will only pay the additional costs and/or expenses necessarily and reasonably incurred solely to prevent limitation of the normal activities undertaken by the **Insured** which but for such additional costs and/or expenses would have taken place. The liability of the Insurer under this extension shall not exceed a maximum of £500 per week, and £10,000 in any one **Period of Insurance**.

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 **Insured's Clerk, Deputy Clerk, Grounds Man or Deputy Grounds Man** during their period of absence

Exclusions to this extension

We will not make payment under this Extension where

1. the Accidental Bodily Injury to or illness of the **Insured's Clerk, Deputy Clerk, Grounds Man or Deputy Grounds Man** 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 **Insured's Clerk, Deputy Clerk, Grounds Man or Deputy Grounds Man** 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 the **Insured** or the **Insured's Clerk, Deputy Clerk, Grounds Man or Deputy Grounds Man**
2. any period of absence lasts less than 14 days injury or illness must exceed a period of 14 days

**[ SKATE ] - Skate Park Endorsement**

If in relation to any claim you have failed to fulfil any of the following conditions, You will lose Your right to indemnity payment for that claim.

You must ensure that in connection with skateboard parks

1. all structures including the skating surfaces
  - a. are manufactured and installed to the appropriate standard and maintained in good condition
  - b. are inspected by a competent person at least weekly and
    - i. all defects or risks to health or safety immediately rectified
    - or
    - ii. the structure taken out of use
2. You will erect where necessary suitable signs detailing any information that is necessary for the safe use of the facility and clearly stating any restrictions on its use
3. You will determine where supervision is necessary and ensure that it is provided whenever the facilities are in use.

We will not provide indemnity in respect of Bodily Injury to persons taking part in activities in the Skateboard Park unless caused by defects in the structure