

INSURANCE RENEWAL PROPOSAL
FOR
Draughton Parish Council

Prepared by

Mr Alex Kirby

20th April 2023

1. Introduction

Thank you for insuring with us last year.

We hope that you will renew your policy with us for the coming year. If you do, you will continue to receive the combination of high quality insurance, excellent service and competitive pricing that we provide.

- **High quality insurance**

Our policy has been designed for Councils such as yours. We have over 20 years of experience working with Town, Parish and Community Councils and are the largest insurer of public services in the UK.

- **Excellent service**

We pride ourselves on providing swift, friendly service. Highlights of this service include: a dedicated Account Manager (you have my direct line and email address); no admin fees when you make a change to your policy; and free access to legal and counselling helplines. Our customer service currently scores 4.7 out of 5 on the independent rating site Feefo.

Should you need to make a claim, it will be managed by our dedicated team of claims specialists. They will work with you to settle the claim quickly and minimise disruption in the meantime. They manage claims ranging from the simplest accidental damage to the most complex legal cases, so, whatever may happen, you will have experts on your side.

- **Competitive pricing**

We are proposing a premium of **£206.09** (including taxes).

This is based on the following understanding of your Council:

- The precept is under £25,000
- The wages and salaries are under £20,000
- All Risk's total is under £10,000 (contents including street furniture, play equipment, office equipment etc)
- There are no major events of public services undertaken during the year (eg events that have more than 100 people, bonfire events or conservation projects with use of power tools etc)

In addition to these benefits, if you choose to renew with us you will have bought from a company that makes a significant contribution to society: The Zurich Community Trust, a registered charity that is funded by corporate and employee donations, has given support to over 600 UK and overseas charities through grants and volunteering programmes.

2. Next steps

It is important that **you carefully read the attached document 'Local Council Policy Schedule'** and check that the facts we have about you are correct and that we have included all the covers that you want.

The Schedule is based on the understanding that your organisation and your insurance needs have not changed in the last year. If either have changed, it is very important that you call us on 0800 917 9531 or email us at renewals.team@uk.zurich.com to discuss these changes.

Once you are happy with the Schedule, all you need to do to purchase your policy is pay the attached invoice.

3. The cost of this policy

The cost of this policy is £206.09 (including taxes).

This is made up of £184.01 for your policy and £22.08 Insurance Premium Tax (at the prevailing rate, which is levied on insurance policies).

This quotation is valid for 90 days from the quotation date specified on the front cover of this proposal.

4. How we will support you

We will be available to support you throughout the year with activities such as:

- Insuring new projects and events which you may be considering
- Making changes to your policy
- De-mystifying the sometimes complicated language used in insurance documents

Our approach to fees:

- We do not charge administrative fees or for providing duplicate documents.
- We will make no charge if you request changes or amendments to your policy that would cost less than £50.

5. Changes to your policy wording

We would like to draw your attention to some specific changes to the Policy schedule. For the most part these amendments are clarifications of the Policy wording, however some of them could be considered to be a change to the Policy terms.

Business Interruption – We have applied a new endorsement that can be found on your policy schedule. This endorsement restates the special extension provided under section 5.2 in respect of notifiable diseases. Whilst our policy limits remain unchanged, notifiable diseases are now clearly defined under the policy providing clarity as to when this cover will operate.

Please email or call me if you have any questions about these changes.

6. How to purchase this policy

Simply pay the attached invoice.

We ask that you pay us within 30 days of the inception date. Failure to do so could result in your insurance being cancelled.

7. Conclusion

This proposal and the attached 'Local Council Policy Schedule' should clearly describe your insurance requirements and how we plan to meet them. If they do not, or if you have any questions, please contact me on 0800 917 9531 or at renewals.team@uk.zurich.com

We hope that a combination of our council expertise, the service we provide, and the price offered will convince you to renew your insurance with us.

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

Mrs Jane C Markham
Draughton Parish Council
The Pines
Draughton
Skipton
North Yorkshire
BD23 6DU

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-2720838543
Insured	Draughton Parish Council
Business	Parish Council
Period of Insurance	
From	1st June 2023
To	31st May 2024
and any other period for which cover has been agreed.	
Annual Premium	£206.09
Premiums are inclusive of Insurance Premium Tax	
Preparation Date	17th March 2023
Prepared by	Mr Alex Kirby
Policy Form Reference	MLAACF07

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.

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 C – All Risks

Item Description	Sum Insured	Excess
Total Assets	£10,000.00	£100

The excess stated applies to each and every loss.

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

PART D – Money

	Limit any one loss
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)

Operative Endorsements:

1. 'In respect of **Section 1 – Special Definitions**, the definition of Person Insured is extended to include any person between the ages of 16 and 90.'

PART E – Public Liability

Limit of Indemnity: £10,000,000

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**.

PART G – Employers Liability

Limit of Indemnity: £10,000,000

Operative Endorsements:

PART H – Libel and Slander

Sum Insured £100,000

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

PART N – Fidelity Guarantee

Persons Guaranteed: **Sum Insured**
All members and employees £25,000

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	£20,000.00
Weekly Sum	£50.00
Cover	Sections 2 and 3 - Accident and Assault Cover

Directors/Councillors

Capital Sum	£20,000.00
Weekly Sum	£50.00
Cover	Sections 2 and 3 - Accident and Assault Cover

Operative Endorsement:

1) Age extension 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

Section:

3. Employment Disputes and Compensation Awards	Operative
4. Legal Defence	Operative
5. Property and Personal Injury	Operative
6. Tax Protection	Operative
7. Contract Disputes	Not Operative
8. Statutory Licence Protection	Operative
Limit of Indemnity:	£100,000

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. Zurich may also 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.

Claims Contact Information

If you need advice on a claim, it is important that you speak to the appropriate specialist. Claims specialists are available to discuss your cover and advise you on how to make a claim. Their contact details are:

Line of cover	Claims team	Claims contact details	
Buildings, Contents including All Risk Items	Property Claims	Tel:	0800 335 500 (out of hours Emergency: 0800 028 0336)
Business Interruption		Fax:	0800 232 1917
Money		Email:	zmpropertyclaims@uk.zurich.com
Works In Progress		Address:	Zurich Property Claims, PO Box 3303, Interface Business Park, Swindon, SN4 8WF
Public Liability	Liability Claims	Tel:	0800 335 500
Employers Liability		Fax:	0800 232 1917
Personal Assault under Money		Email:	farnboroughnewliabilityclaims@uk.zurich.com
Personal Accident		Address:	Zurich Municipal, Casualty Claims, Zurich House, PO Box 314, 2 Gladiator Way, Farnborough, GU14 6GB
Financial & Administrative Liability			
Professional Negligence			
Hirers Liability			
Fidelity Guarantee			
Libel & Slander			
Engineering Insurance			
Engineering – Deterioration of Stock			
Business Travel			
Motor	Motor Claims	Tel:	0800 232 1931 (out of hours Emergency: 0800 026 1789)
		Fax:	01489 589413
		Email:	zmnewmotorclaims@uk.zurich.com
		Address:	Zurich Municipal Motor Claims, PO Box 3322, Interface Business Park, Swindon, SN4 8XW
Legal Expenses	Das Legal Claims	Tel:	0117 976 2030 (Switchboard)

General claims procedure

This is a description of the general claims procedure you will need to follow:

1. Contact the relevant claims office, to notify the claim
2. If necessary, a claim form will be sent out to you for completion, or you will be asked to send details in writing
3. In the event of uncertainty, please call the relevant office for guidance.
4. Out of hours/Emergency Property losses - please contact 0800 028 0336

Track open claims on-line at: <http://www.zurich.co.uk/municipal/customerbenefits/register.htm>

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

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

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).

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To Whom It May Concern

Name of Insured: Draughton Parish Council

This is to confirm that Draughton Parish Council have in force with this Company until the policy expiry on 31st May 2024 insurance incorporating the following essential features:

Policy Number: YLL-2720838543

Renewal Date: 1st June 2024

Limits of Indemnity:

Public Liability:	£10,000,000 any one event
Products Liability:	£10,000,000 for all claims in the aggregate during and one period of insurance
Pollution Liability:	As per Products Liability
Employers' Liability:	£10,000,000 any one event inclusive of costs
Official's Indemnity:	As below

Zurich's Public Liability cover includes financial loss for your councillors. We indemnify them in respect of all sums which you may become legally liable to pay as damages and claimants costs and expenses for financial loss arising as a result of a negligent act or accidental error or omission, alleged or committed.

Whilst other insurers will offer separate officials indemnity; we feel our Public Liability cover offers a bespoke solution for the needs of Parish and Town Councils

Excess:

Public Liability/Products Liability/Pollution Liability: £100 each and every claim in respect of Third Party Property Damage

Employers' Liability: Nil any one claim

Indemnity to Principals

Covers include a standard Indemnity to Principals Clause in respect of contractual obligations.

Full Policy

The policy documents should be referred to for details of full cover.

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Certificate of Employers' Liability Insurance(a)

(Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 2008 (the Regulations), a copy of this certificate must be displayed at all places where you employ persons covered by the policy or an electronic copy of the certificate must be retained and be reasonably accessible to each employee to whom it relates)

Policy No.	YLL-2720838543
1. Name of policyholder	Draughton Parish Council
2. Date of commencement of insurance policy	01/06/2023
3. Date of expiry of insurance policy	31/05/2024

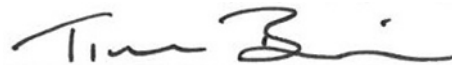
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We hereby certify that subject to paragraph 2:

1. The policy to which this certificate relates satisfies the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the Island of Jersey, the Island of Guernsey and the Island of Alderney (b)
2. (a) the minimum amount of cover provided by this policy is no less than £5 million (c)

Signed on behalf of Zurich Insurance Company Ltd (Authorised Insurer).



Tim Bailey
Chief Executive Officer of Zurich Insurance Company Ltd, UK Branch

Notes

(a) Where the employer is a company to which regulation 3(2) of the Regulations applies, the certificate shall state in a prominent place, either that the policy covers the holding company and all its subsidiaries, or that the policy covers the holding company and all its subsidiaries except any specifically excluded by name, or that the policy covers the holding company and only the named subsidiaries.

(b) Specify applicable law as provided for in regulation 4(6) of the Regulations.

(c) See regulation 3(1) of the Regulations and delete whichever of paragraphs 2(a) or 2(b) does not apply. Where 2(b) is applicable, specify the amount of cover provided by the relevant policy.

Draughton Parish Council
The Pines
Draughton
Skipton
North Yorkshire
BD23 6DU

**Zurich Town, Parish and
Community Council Team**
PO Box 726
Chichester
PO19 9PS

Invoice

Invoice Date: 20th April 2023

Invoice No: 523200259

Client ref: 3700642

Policy	Policy Term	(£) Premium
YLL-2720838543	01/06/2023-31/05/2024	184.01
Inspection Contract (If Applicable)		0.00
Sub total		184.01
Inspection Contract VAT @ prevailing rate		0.00
Insurance Premium Tax (IPT) @ prevailing rate		22.08
TOTAL		£206.09

Payment should be received within 30 days of effective date.

Please make cheques payable to **Zurich Municipal** and send to Zurich Town, Parish and Community Council Team, PO Box 726, Chichester, PO19 9PS

If paying by BACS, please note our new bank details and amend your records accordingly.

Acc Name: Zurich Town & Parish, Insurer Trust Account Acc Number: 23110249
Sort Code: 20 – 65 - 82 Bank: Barclays Bank PLC

Please quote your Policy Number on all BACS transactions

Invoice Queries

Phone: 0800 917 9426

Email: renewals.team@uk.zurich.com

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**Zurich Town, Parish and
Community Council Team**
PO Box 726
Chichester
PO19 9PS

Remittance Advice

Invoice Date: 20th April 2023

Invoice No: 523200259

Client ref: 3700642

Policy	Policy Term	(£) Premium
YLL-2720838543	01/06/2023-31/05/2024	184.01
Inspection Contract (If Applicable)		0.00
Sub total		184.01
Inspection Contract VAT @ prevailing rate		0.00
Insurance Premium Tax (IPT) @ prevailing rate		22.08
TOTAL		£206.09

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