



A Gallagher Company

TO WHOM IT MAY CONCERN

Date: 9th March 2020

Dear Sirs,

Our Client: Ledbury Town Council


We are the Risk and Insurance Brokers for the above clients and have pleasure in confirming details of their insurance arrangements as follows:

Business Description	Town Council
Employers' Liability Insurance	
Insurer	Ecclesiastical Insurance Group
Policy Number	21888087
Expiry Date	17th December 2020
Limit of Indemnity any one occurrence	£10,000,000
Public/Products Liability Insurance	
Insurer	Ecclesiastical Insurance Group
Policy Number	21888087
Expiry Date	17th December 2020
Limit of Indemnity any one occurrence	£10,000,000

This statement of cover extract has been prepared purely as confirmation of the insurance in force at the date of this letter which is subject to the terms and conditions of the insurance policy. We accept no responsibility for the inadvertent or negligent act, error or omission on our part in preparing the statement or for any loss, damage or expense incurred by the recipient arising from reliance on the information given. We remain solely the agent of our Client and owe no legal duty or otherwise to the any third party.

Should the insurance cover be cancelled, assigned or changed in any way during the period of insurance neither we nor insurers accept any obligation to notify any recipient.

Yours sincerely,

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Andy Cotter Cert CII
Director



A Gallagher Company

Came & Company Local Council Insurance
Blenheim House, 1-2 Bridge Street, Guildford, Surrey, GU1 4RY
T: 01483 462860
E: local.councils@cameandcompany.co.uk
www.parishinsurance.co.uk



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Came & Company Local Council Insurance (a trading name of Arthur J. Gallagher Limited)



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Came & Company Local Council Insurance is a trading name of Arthur J. Gallagher Insurance Brokers Limited, which is authorised and regulated by the Financial Conduct Authority. Registered Office: Spectrum Building, 7th Floor, 55 Blythswood Street, Glasgow, G2 7AT. Registered in Scotland. Company Number: SC108909

Came & Company Local Council Insurance Policy Schedule



'All risks' away from the premises

Applicable to CONTENTS items only

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

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

Property damage clauses

Contents definition – Personal belongings of Councillors

The following is added to the definition of CONTENTS

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

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

Contents definition – Floating Contents

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

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

Sports pavilions and or changing rooms condition

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

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

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

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

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

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

Came & Company Local Council Insurance Policy Schedule



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

Trees

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

Excluding

(a) DAMAGE caused by STORM or FLOOD

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

Limit

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

Extension 28 – Defibrillators and cabinets

The following Extension is added:

DAMAGE to defibrillators and associated cabinets for which YOU are responsible

Limit

£5,000 any one period of insurance

Came & Company Local Council Insurance Policy Schedule



Section 2: Fine art and collections

Not insured

Section 3: Equipment breakdown

Section applies.

Excess £250

Section 4: Business interruption

The items your insurance covers

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

Item	Sum insured	Declaration linked basis	Maximum indemnity period
Revenue	£103,000	No	12 months
Rent Receivable	£0.00	No	
Additional Cost of working	£50,000	No	12 months

Section 5: Goods in transit

Not Insured

Came & Company Local Council Insurance Policy Schedule



Section 6: Money with assault extension

Cover A: Money

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

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

Cover B: Assault extension

Cover applies
Number of Units Insured 4

Money with assault clause

Section 6 - Money with assault extension

Cover B – Assault extension

Exclusions

Is restated as

WE shall not be liable for BODILY INJURY

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

Came & Company Local Council Insurance Policy Schedule



Section 7: Personal accident

Cover types

Type B

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

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

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

Personal accident clause

Section 7 - Personal accident

Exclusion 2) is restated as

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

7 – Personal accident

Extension 6 - Key person cover

Definitions applicable to this endorsement

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

Came & Company Local Council Insurance Policy Schedule



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

KEY PERSON(s)

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

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

ACCIDENTAL BODILY INJURY

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

ILLNESS

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

PERIOD OF INSURANCE

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

DISABLEMENT

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

Cover

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

Exclusions

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

- (a) any emotional or psychiatric disorder or condition
- (b) the KEY PERSON taking or using drugs or controlled substances (other than drugs legally and appropriately prescribed by a qualified medical practitioner and properly used by the KEY PERSON)
- (c) the KEY PERSON committing suicide or deliberately injuring themselves or putting themselves in unnecessary danger (unless trying to save a human life)
- (d) any criminal act by YOU or the KEY PERSON
- (e) pregnancy or any condition connected with pregnancy or childbirth
- (f) any physical defect infirmity or medical condition known to the KEY PERSON at the inception date of this policy unless the defect infirmity or condition has been without the need for any medical advice or medical treatment during the 24 month period preceding the inception date of his policy

Came & Company Local Council Insurance Policy Schedule



Limits

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

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

Section 8: Loss of registration/licence

Not Insured

Section 9: Liabilities

Cover 1: Employers' liability

Limit of indemnity £10,000,000

Cover 2: Public and products liability

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

Liabilities clauses

Employee(s) definition – Councillors

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

Section 10: Reputational risks

Cover 1 Libel Slander

Limit of indemnity £250,000

Cover 2 PR Crisis Communication

Cover A Claims related

Limit of indemnity £25,000

Excess £250

Section 11: Hirers' liability

Limit of indemnity: £2,000,000

Estimated hiring charges:

Third party property damage excess: £250

Section 12: Professional indemnity

Not insured

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Section 13: Officials indemnity

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

Officials indemnity clauses

Officials indemnity section

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

Insured definition

The definition of Insured is restated as follows

INSURED

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

Trustee definition

The definition of Trustee is restated as follows

TRUSTEE

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

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

Section 14: Cyber

Not insured

Section 15: Legal expenses

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

Standard cover includes

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

Legal expenses clause

Came & Company Local Council Insurance Policy Schedule



C5034 Amendment to cover - ELP Cover

The following changes are made to the Legal Expenses section

Definitions

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

REASONABLE PROSPECTS

means

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

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

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

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

Cover

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

(b) Employment financial compensation awards

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

(1) any basic and compensatory award

and/or

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

Provided that

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

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

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

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

Came & Company Local Council Insurance Policy Schedule



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

Exclusions

(i) Any compensation award relating to the following

(a) Trade union activities trade union membership or non-membership industrial or labour arbitration collective bargaining agreements trade union recognition or matters concerning European Work Councils

(b) Health & Safety related dismissals or any other claims brought under Section 27 of the Safety Health and Welfare Work Act 2005

(c) Pregnancy or maternity rights paternity parental or adoption rights

(d) Civil claims against or statutory rights in relation to trustees of occupational pension schemes

(e) Statutory rights in relation to Sunday shop and betting work

(ii) Non-payment of money due under the relevant contract of employment or statutory provision relating thereto

(iii) Any award ordered because the INSURED has failed to provide relevant records to employees under the National Minimum Wage

(iv) Claims under the Organisation of Working Time Act where YOU have failed to maintain adequate working time records

(v) Any employment financial compensation award relating to failure to comply with a current or previous recommendation made by the Workplace Relations Commission the Labour Court or a tribunal including non-compliance with a reinstatement or re-engagement order

(vi) Any compensation award relating to personal injury brought as part of the same set of proceedings as a claim accepted under INSURED EVENT

1(a) Employment practices legal protection

Section 16: Fidelity

Aggregate Limit of indemnity £500,000

Category: All EMPLOYEES

Type	Commencement date	Specific limit of indemnity	Excess
All EMPLOYEES	18th December 2019	£500,000	£250

Fidelity clause

Employee(s) definition – Councillors

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

Section 17: Terrorism

Not Insured



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Employers' Liability (Compulsory Insurance) Act 1969

CERTIFICATE OF EMPLOYERS' LIABILITY INSURANCE(a)

(Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 1998 (the Regulations), one or more copies of this certificate must be displayed at each place of business at which the policy holder employs persons covered by the policy)

Policy number	SCO119736/21888087
Name of policy holder	Ledbury Town Council
Date of commencement of insurance policy	18th December 2019
Date of expiry of insurance policy	17th December 2020

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); and
- 2 (a) the minimum amount of cover provided by this policy is no less than £5 million (c)

Signed on behalf of Ecclesiastical Insurance Office plc (Authorised Insurer)

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.

IMPORTANT NOTICE

Under the terms of the Employers' Liability (Compulsory Insurance) Regulations 2008 the requirement to display a certificate will be satisfied if it is made available in electronic form and each relevant employee to whom it relates has reasonable access to it in that form.

