Insurance arranged by





Local Councils Insurance

Our Local Councils policy has been designed to meet the demands and needs of organisations wishing to insure the property and liability risks associated with running a council in the UK.

Summary of Cover

This document provides a summary of the features and benefits of the Local Councils insurance policy, together with the exclusions, limitations and your obligations.

Full details of all benefits and terms are in the policy document and schedule.

A policy document is available from your broker.

Our story

We're proudly specialist, totally unique, and committed to making a positive impact on society.



Supporting charities and communities



Please contact your broker if you would like this summary in large print, braille or audio format; or if you would like to receive future literature in another format.

Contents

The policy is made up of a number of sections of cover. Your quote or renewal documentation will show which sections of cover you have selected.

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Our support for Local Council customers



Award winning claims service



Specialist risk management guidance



Enterprise Risk Management assistance and training



Helplines including business assistance, commercial legal advice and counselling

Things for you to think about

Please note this summary relates to our standard policy cover, if you feel you have specific needs or requirements outside of this, we would be happy to consider your request. Please contact us or your broker.

Section 1 - Property damage

Provides 'All risks' cover for buildings or contents with the option to insure for stock, personal belongings. 'All risks' means damage to insured items by any cause not specifically excluded from this section.

Buildings and contents will be covered up to the sums insured provided by you.

Cover	Standard wording
Basis of settlement	Reinstatement
Day one	Optional
Index linking	Included
Automatic reinstatement of the sum insured	Included

Sums insureds must be set at the appropriate values to avoid underinsurance.

You must ensure that the sums insured accurately reflect the value of the property you are insuring. Claims payments may be reduced if you are underinsured, i.e. your sum insured is lower than the actual value of the property. For example, the sum insured for:

- buildings should reflect the cost to rebuild including any demolition costs, professional fees, removal
 of debris and, where applicable, VAT
- ▶ contents, where repairs cannot be carried out, should reflect the cost for replacement as new
- ▶ stock should be the cost to replace, less an allowance for wear and tear if appropriate

If the sum insured for an item is less than the actual value at the time of loss then any claims payment will be reduced in proportion to the amount of the underinsurance. Please see the illustrative example below:

£100,000 (policy sum insured)

x £50,000 (claim amount) = £25,000 (claim payment)

£200,000 (actual value at risk)

Please refer to your policy document for details of how the following limits apply, e.g. in total for the period of insurance or any one claim. Any sub-limits will also be detailed there.

Extension	Standard limit
Fees	Included
Removal of debris	Included
Emergency services damage to the grounds	£25,000
Government and Public Authorities	15%
Trace and access	£50,000
Loss of oil gas or water	up to £50,000 Loss of LPG - up to £5,000 Theft of oil - up to £5,000
Sale of the building	Included
Raffle prizes and donated goods	up to £5,000
Deterioration of refrigerated stock	up to £20,000
Temporary storage	up to £25,000
Damage to the buildings by theft	up to £10,000
Lock replacement following loss or theft of keys	£5,000
Clearing of drains	£50,000
Extinguisher and alarm resetting expenses	Included

Extension	Standard limit
Property away from the premises (unspecified)	Various limits apply.
Property away from the premises (specified)	Option to insure worldwide
Archaeological costs	£250,000
Green clause	up to £500,000
Loss avoidance measures	£10,000
Removal of wasp bee or hornet nests	£500
Contractors' interest	Included
Minor contract works	£100,000
Seasonal stock increase	£10,000
Capital additions	up to £500,000
Bequeathed property	Buildings - up to £250,000 Other property - up to £50,000
Fly tipping	up to £2,500
Trees	up to £2,500
Unauthorised use of utilities	up to £10,000
Office equipment	£2,500
Subsidence	Optional

Section exclusions

Please refer to pages 24-25 in your policy document for full details of the following exclusions.

- **1i.** Gradual causes depreciation and defective design or workmanship
- 1 ii. Changes in environment
- **1 iii.** Erasure corruption or distortion of computer system records
- 2. Property being worked on
- **3.** Property undergoing heating
- **4.** Fraud or disappearance
- 5. Boilers
- 6. Mechanical or electrical breakdown
- 7 i. Statutory inspections
- 7 ii. Pressure vessels
- **8.** Atmospheric conditions
- **9.** Changes to water table levels
- **10.** Pressure waves
- **11 i.** Cessation of work

- 12. Self-ignition
- **13.** Property more specifically insured

11 ii. Confiscation or deliberate destruction

- **14.** Consequential loss
- **15.** Collapse or cracking of buildings or structures
- **16.** Wind turbines and solar panels cover restriction
- **17.** Unoccupied building restrictions
- 18. Subsidence cover restrictions
- **19.** Inflatable structures cover restrictions
- **20.** Weather related restrictions
- **21.** Moveable property in the open cover restrictions
- **22.** Theft cover restrictions
- **23.** Glass cover restrictions

Section 2 - Fine Art and collections

Provides cover for loss or damage to "special items" on either an agreed value or market value basis (including any resultant depreciation).

Cover	Limit
Basis of settlement – Agreed value	Agreed value on schedule
Basis of settlement – Market value	Art up to £30,000 any item, pair or set Jewellery up to £17,500 any item, pair or set

Please refer to your policy document for details of how the following limits apply, e.g. in total for the period of insurance or any one claim. Any sub-limits will also be detailed there.

Extension	Standard limit
New acquisitions	10 % up to £250,000
Defective title – including Legal costs	£500,000
Restoration and framing contingent cover	Included
Work in progress	£30,000
Temporary removal	Art up to £5,000,000 or the sum insured Jewellery up to £15,000 any item Unattended vehicles to £10,000
Emergency evacuation	Included

Section Exclusions

Please refer to page 42 in your policy document for full details of the following exclusions.

- **1.** Fraud and dishonesty
- **2.** Items in the open
- **3.** Property in unoccupied buildings
- **4.** Disappearance
- 5 a&b. Gradual causes
- **5 c.** Changes in environment

- **5 d.** Items being worked on
- 5 e. Misuse
- 6. Changes to water table level
- **7.** Erasure loss distortion or corruption of computer system data

Section conditions

Please refer to pages 45-46 in your policy document for full details of the following conditions.

- Recovered property
- Consignment of art

- ► Art loaned items
- ► Transit

Section 3 - Business interruption

Provides insurance cover to protect your charity income following a property damage loss.

Cover (one of the following)	Standard cover /Limit
Revenue	You select sum insured
Rent receivable	You select sum insured
Alternative cover	
Additional cost of working	You select sum insured

Sums insured must be set at appropriate amounts to avoid underinsurance

You must ensure that you provide us with an accurate reflection of the sums insured. Claims payments may be reduced if you are underinsured. If the sums insured provided for annual revenue or annual rent are less than the appropriate amount any claims payments will be proportionally reduced. Please see the below illustrative worked example:

 $\frac{\pm 500,000 \text{ (policy sum insured)}}{\pm 1,000,000 \text{ (appropriate amount)}} \times \pm 250,000 \text{ (claim amount)} = \pm 125,000 \text{ (claim payment)}$

This will not apply where the sums insured have been set on an estimated basis and instead any amounts payable will not exceed 1331/3% of the estimated figure.

Please refer to your policy document for details of how the following limits apply, e.g. in total for the period of insurance or any one claim. Any sub-limits will also be detailed there.

Extension	Standard limit
Prevention of access – damage	Included
Prevention of access - non-damage	£10,000
Utilities	Included
Suppliers' extension	Specified - up to £100,000 Unspecified - up to £50,000
Storage sites	£50,000
Customers' extension	£15,000
Failure of supply	£25,000
Failure of telecommunication services	£10,000
Reinstatement of data	£25,000
Computers - Increased cost of working	£25,000
Exhibitions and other venues	£10,000
Book debts	£50,000
Food poisoning defective sanitation vermin murder or suicide	25% up to £250,000
Archaeological digs	10% up to £500,000
Loss of attraction	£10,000
Bomb scare	£50,000

Section exclusions

Exclusions under the Property damage section apply

Section conditions

Please refer to page 55 in your policy document for full details of the following conditions.

- ► Renewal clause Declaration-linked
- Premium adjustment clause basis

► Back-up records

Section 4 – Goods in transit

Provides cover for damage to your business goods whilst in transit anywhere in England, Scotland, Wales, Northern Ireland, Channel Islands and the Isle of Man.

Cover	Standard limit
Cover limit	You select limit per package, vehicle or any one consignment.
Extension	Standard limit
Personal belongings	£500 per person
Debris removal	Included
Transferring of property	Included
Re-loading onto the vehicle	Included

Section exclusions

Please refer to pages 56-57 in your policy document for full details of the following exclusions.

- 1. Inadequate packing
- **2.** High value and sensitive goods
- **3 a.** Gradual causes depreciation and defective design or workmanship
- **3 b.** Weather cover restriction
- **3 c.** Mechanical or electrical breakdown
- 4. Open vehicle restriction
- 5. Deterioration of refrigerated goods
- 6. Theft restrictions
- 7. Unexplained shortage or disappearance
- 8. Scratching denting or bruising

Section 5 - Money with assault extension

Provides cover for loss of money.

Cover	Standard limit
Non – negotiable money	£250,000
Money on the premises during business hours	£1,000
In transit or bank night safe	£1,000
Money in a locked unspecified safe outside of business hours	£500
Loss of money whilst in the home of any employee or authorised responsible person	£500
Any other loss	£500
Loss of money from a locked specified safe at your premises	Limit will depend on the make and model of the safe

Please refer to your policy document for details of how the following limits apply, e.g. in total for the period of insurance or any one claim. Any sub-limits will also be detailed there.

Extension	Standard limit
Damage to safes	Included
Damage to clothing and personal belongings	Included
Dishonesty of employee	£2,000 per person up to £5,000
Fraudulent use of credit and debit cards	£1,000
Identity theft	£1,000
Fund raising events	Selected limits doubled
Business visits abroad	£500
Optional Assault extension - Hospital benefit and Medical expenses	Various benefit levels available Hospital benefit - up to £200 Medical expenses - up to £500

Section exclusions - Money

Please refer to pages 60-61 in your policy document for full details of the following exclusions.

- 1. Deception
- 2. Professional carrier
- **3.** Transit by unregistered post
- **4.** Unattended vehicle

- 5. Vending or gaming machines
- 6. Errors or unexplained shortage
- 7. Unattended and unlocked rooms
- 8. Credit and debit card sales vouchers

Section conditions - Money

Please refer to page 62 in your policy document for full details of the following conditions.

Safe keys

► Cash escort

Section exclusions - Assault

Please refer to page 63 in your policy document for full details of the following exclusions.

1. Wilful exposure

2. Age limits

Section conditions - Assault

Please refer to page 64 in your policy document for full details of the following conditions.

- 1. Later accident
- **2.** Benefit payments

4. Discharge of liability5. Compensation and periodic payments

3. Same accident

Section 6 – Personal accident

The following covers are available:

Cover	Standard limit
Clerk absence	£5,000 any one period of insurance
Personal accident	A range of benefits are available
Key person	£10,000 any one period of insurance

The maximum amount we will pay in respect of all benefits for all insured persons involved in the same accident shall not exceed £2,500,000.

Section exclusions

Please refer to pages 69 - 70 in your policy document for full details of the following exclusions.

- 1a. Suicide, psychiatric conditions, pregnancy, childbirth, intoxication and the influence of drugs
- **1b.** Pre-existing health problems
- 1c. Needless peril

Additional exclusions applying to Cover 3 (Key person)

Please refer to page 69 in your policy document for full details of the following exclusions.

- **1.** Pre-existing condition or illness
- **3.** Pandemic or epidemic

1d. Excluded activities

4. Travel against advice

Age limits
 Terrorism

2. Absence periods less than 14 days

Conditions

Cover 1 (Clerk absence)

Please refer to pages 66 - 67 in your policy document for full details of the following conditions.

1. Absence dates

Cover 2 (Personal accident)

Please refer to page 68 in your policy document for full details of the following conditions.

- 1. Later accident
- **2.** Benefit payments
- **3.** Same accident

4. Discharge of liability

2. Receipts

5. Compensation and periodic payments

Cover 3 (Key person)

Please refer to page 69 in your policy document for full details of the following conditions.

1. Absence dates 2. Receipts

Section 7 - Liabilities

Employers' liability

Employers' liability cover provides an indemnity to you for your legal liability to pay damages to your employees and volunteers following injury in the workplace.

The standard limit is £10,000,000 including costs and expenses, any one event.

Extension	Standard limit
Unsatisfied court judgements	Included

Employers' liability exclusion

Please refer to page 73 in your policy document for full details of the following exclusion.

Road traffic legislation

Public & products liability

Public and products liability cover provides an indemnity to you for your legal liability to pay damages to third parties (not employees) for injury or damage to their property.

The standard policy limit is £5,000,000. For claims arising from your activities the standard limit applies to any one event. For products you supply, or for claims arising from pollution or contamination, the standard limit applies to any one period of insurance. Other than for claims brought in North America we will pay costs and expenses in addition to this limit.

Extension	Standard limit
Cross liabilities	Included
Contingent motor liability	Included
Data protection	£1,000,000 any one period of insurance
Defective Premises Act	Included
Personal liability – residents and resident staff	Up to £5,000,000 any one event
Overseas personal liability	Up to £5,000,000 any one event
Additional clean up costs	£1,000,000 any one period of insurance
Legionellosis	£1,000,000 any one period of insurance
Member to member liability	Included

Public & products liability exclusions

Please refer to pages 74-76 in your policy document for full details of the following exclusions.

- **1.** Professional services
- **2.** Injury to employees
- **3.** Property in your custody
- **4.** Vehicles and crafts
- **5.** Pollution or contamination
- 6. Advice
- 7. Product defects and recall
- 8. Contractual liability
- **9.** Fines or penalties

- **10.** Premises in and Products exported to North America
- **11.** Products incorporated in craft, vehicles and plant
- 12. Overseas work
- 13. Asbestos
- 14. Fear of asbestos
- 15. Contract clauses
- 16. Terrorism

Liabilities section extensions

Extension	Standard limit
Compensation for court attendance	Directors/trustees/partners - £500 per day Employees - £250 per day
Corporate manslaughter defence costs	£5,000,000 any one period of insurance
Prosecution defence costs	£500,000 any one claim

Section exclusion

Please refer to page 82 in your policy document for full details of the following exclusion.

► Cyber

Section 8 – Reputational risks

Provides cover for the following.

Cover	Standard limit
Libel and slander (by you)	£250,000 any one period of insurance
PR Crisis Communication	£25,000 any one period of insurance
Death of Patron	£25,000 any one period of insurance

Section exclusions

Please refer to page 87 in your policy document for full details of the following exclusions.

- **a.** Other insurance
- **b.** Liability assumed by agreement
- c. Circumstances known to you
- **d.** Criminal, intentional or malicious acts
- e. Libel or slander arising from ill will
- **f.** Fines or penalties
- g. Intentional directed libel or slander
- h. Legal jurisdiction
- i. Goods or products

Section 9 – Hirers' liability

Hirers' liability covers third parties who hire out your premises. Should an event occur which leads to paying damages to a member of the public for injury or damage to property, hirers' liability will cover the third parties legal liability.

Cover will be up to the limit you choose. A range of limits are available and will include legal costs. The limit applies to any one event other than for products where the limit applies to any one period of insurance.

Section exclusions

Please refer to pages 89-90 in your policy document for full details of the following exclusions.

- **a.** Events away from the hired premises
- **b.** Professional catering
- c. Property in the hirers' custody or control
- d. Liability assumed by agreement
- e. Inflatables and activity equipment
- f. Bonfires and fireworks
- **g.** Organised sports

- **h.** More specific insurance
- i. Political and business activities
- **j.** Injury to hirers' employees
- **k.** Pollution or contamination
- **l.** Fines or penalties
- **m.** Terrorism

Section condition

Please refer to page 90 in your policy document for full details of the following condition.

► Children or vulnerable adults

Section 10 – Trustees' and management liability

Provides cover for claims made against:

- ▶ trustees, which includes your officials and members of the management committee, or
- ▶ your council

for wrongful acts committed while managing the council.

Cover is arranged on a 'claims made' basis which means it covers claims made against you and notified to us during the period of insurance.

Cover	Standard limit
Section limit	£500,000 any one period of insurance
Environmental defence costs	£250,000 any one period of insurance
Loss of documents	£100,000 any one period of insurance
Investigation costs	£250,000 any one period of insurance

Extension	Standard limit
Extended reporting period	Included
Retired trustees	Included
Outside boards	Included
Emergency costs and expenses	10% of the limit of indemnity

Section exclusions

Please refer to pages 96-98 in your policy document for full details of the following exclusions.

- a. Prior and pending
- **b.** Other insurance
- **c.** Best interests
- **d.** Fraud and malicious acts
- e. Fines or penalties
- f. Legal jurisdiction
- **g.** Property damage, Intellectual property rights and Professional service
- **h.** Pollution and asbestos

- **j.** Failure to insure
- **k.** Personal guarantee or agreement
- l. Pension
- **m.** Takeover or merger
- n. Breach of contract or trading losses
- o. Injury
- **p.** Products
- q. Employment dispute
- **r.** Terrorism

i. Cyber

Section conditions

Please refer to page 99 in your policy document for full details of the following conditions.

- **a.** Notification of claims
- **b.** Conduct and settlement of claims
- c. Personal cover
- d. Notices

Section 11 - Legal expenses

To ensure an expert service the cover under this section has been arranged through DAS Legal Expenses Insurance Company Limited (DAS). We are responsible for paying any claims under this section, but DAS manage all claim matters and correspondence on our behalf.

Access to telephone legal advice, alongside legal expenses cover for a range of legal issues that may arise up to a limit of £250,000 for legal costs and expenses and employment compensation awards (the compensation award is further limited to a £1,000,000 limit in total for all such awards in any one period of insurance).

In civil cases cover is subject to a "reasonable prospects of success" clause. Reasonable prospects is a 51% or greater chance of success, as assessed by a law firm or tax expert chosen by DAS.

In certain circumstances (with DAS' prior agreement) you may appoint your own legal representative when legal proceedings start or if there is a conflict of interest, who will be subject to the DAS' standard terms of appointment. This includes an hourly rate not exceeding £100 per hour. Any costs that fall outside the standard terms will not be paid by us.

Cover is provided for the following legal issues:

Employment disputes and compensation awards

Legal defence

Statutory licence appeal

Contract disputes

Debt recovery

Property protection and personal injury

Tax protection

Section exclusions

Please refer to pages 115-116 in your policy document for full details of the following exclusions.

- 1. Costs DAS have not agreed
- 2. Court awards and fines
- **3.** Intellectual property rights
- 4. Franchise or agency agreements
- 5. Wilful acts
- **6.** A dispute with us or DAS
- 7. Shareholding or partnership disputes
- **8.** Judicial review, Coroner's inquest or fatal accident inquiry
- 9. Legal action DAS have not agreed
- 10. Bankruptcy
- **11.** Defamation
- 12. Litigant in person
- **13.** Terrorism

Section conditions

Please refer to pages 113-115 in your policy document for full details of the following conditions.

- **1.** Your representation
- 2. Your responsibilities
- **3.** Offers to settle a claim
- **4.** Assessing and recovering costs
- **5.** Cancelling an appointed representative's appointment
- Withdrawing cover
 Expert opinion
- 8. Arbitration
- **9.** Keeping to the policy terms
- **10.** Law that applies

Section 12 - Fidelity

Provides cover you for loss of your money or goods (including electronic transfer of your funds) caused by an act of fraud or dishonesty of an employee or volunteer.

Cover	Standard limit
Coverlimit	You select limit of indemnity
Extension	Standard limit
Auditor's foos and rowriting of sustam records	Lip to the limit of indomnity

Auditor's fees and rewriting of system records	Up to the limit of indemnity
Previous insurance	Up to the limit of indemnity
Pension fund trustees	Up to the limit of indemnity
Temporary agency staff	Up to the limit of indemnity

Section exclusions

Please refer to page 118 in your policy document for full details of the following exclusions.

- i. Subsequent losses
- ii. Excess

- iii. Consequential loss or loss of interest
- iv. Unexplained shortages

Section conditions

Please refer to pages 118-120 in your policy document for full details of the following conditions.

- Control measures
- Employees' money
- Termination of service

- Employee references
- ► Recoveries

Section 13 - Terrorism

Provides cover damage to your property and, if you choose, resultant loss of income that is insured under other sections of this policy following an Act of Terrorism

Cover applies in England, Wales and Scotland but not the territorial seas adjacent as defined by the Territorial Sea Act 1987

Cover is provided up to the relevant sum insured under the Property damage or Business interruption section.

Optional cover

Non-damage Business interruption

Section exclusions

Please refer to page 126 in your policy document for full details of the following exclusions.

1. Riot civil commotion or war

3. Computer virus hacking or phishing

2. Losses under other policies

General exclusions

The following exclusions apply to the policy (please refer to the individual sections of cover regarding exclusions/limitations that apply to each section).

- Excess
- Other insurances
- Radioactive contamination
- War risks
- Terrorism

- Date recognition
- ► Cyber (property)
- Pollution or contamination
- ► Infectious or communicable disease
- ► Territorial exclusion

General conditions

The following conditions apply to the policy (please refer to the individual sections of cover regarding conditions/limitations that apply to each section).

- Duty of fair presentation
- Reasonable care
- Alteration of risk
- Multiple insurances
- ► Fraudulent claims
- Unoccupied buildings
- Security
- Fire extinguishing appliances

- ► Fire alarm installations
- Intruder alarms
- Arbitration
- Cancellation
- Sanctions
- Assignment
- ► Law applicable
- Rights of third parties

Important questions answered

Who is the policy underwritten by?

Ecclesiastical Insurance Office plc. The legal expenses section is arranged through DAS Legal Expenses Insurance Company Limited (DAS)

How long with the policy run for?

Generally 12 months from the start date shown on your policy schedule

What are the payment options?

You can either pay for your policy in full or by instalments. If you pay by instalments, you must make regular payments as detailed in your credit agreement

Where am I covered?

In England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man or elsewhere as agreed and shown in your policy schedule and policy document.

What are my obligations?

- ► You have a duty to present us with a fair presentation of the risks to be insured and must accurately disclose every material fact or circumstance which you know or ought to know about such risks.
- ► You must tell us as soon as reasonably possible if any of the details you have told us change.
- You must take reasonable steps to prevent or reduce loss or damage and maintain the property in a good state of repair.
- ► You must tell us as soon as reasonably possible of any event which may result in a claim

How can the policy be cancelled?

- ► We have the right to cancel your policy by sending seven days' notice and a refund of the proportionate premium for the unexpired cover will be given.
- ► You may request to cancel the policy at any time. There is no refund of premium if you do.

There are certain circumstances, for example in the Alteration of risk, Duty of fair presentation and Fraudulent claims conditions, where this may vary.

What happens at renewal?

We will send notice that your policy is approaching renewal before it is due. Your requirements may change over time, therefore please contact us or your broker if you wish to discuss your needs or any additional insurance requirements.

This policy is arranged by:

Clear Insurance Management Limited is authorised and regulated by the Financial Conduct Authority. Registered in England No. 3712209. Registered Office: 1 Great Tower Street, London EC3R 5AA.

Please refer to the policy schedule for your broker's contact details.

How do I make a claim?

New claims can be reported 24 hours a day, 7 days a week.

For claims other than Legal expenses call:

J 0345 603 8381

For Legal expenses claims call:

DAS Legal Expense Insurance Company Limited

2 0345 268 9124

Full details of our claims procedure will be found in the policy documentation.

How do I make a complaint?

If you are unhappy with our products or service, please let us know as soon as possible.

You can contact us on:

J 0345 777 3322

or email us at:

complaints@ecclesiastical.com

If we are unable to resolve your complaint, we will provide you with information about the Financial Ombudsman Service which offers a free, independent complaint resolution service.

You can contact the Service on:

J 0800 023 4567 (9am-5pm)

or email them at:

🔽 complaint.info@financial-ombudsman.org.uk

Full details of our complaints procedure will be found in the policy document.

What happens if Ecclesiastical can't meet its obligations?

Ecclesiastical Insurance plc contributes to the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS if Ecclesiastical Insurance plc is unable to meet its obligations.

Further information about the compensation scheme is available at:

www.fscs.org.uk.

Or you can contact the FSCS by email at:



or by calling:

0800 678 1100 (+44 207 741 4100 from abroad).



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