

LAVERSTOCK & FORD PARISH COUNCIL

Report for Agenda Item 24.069 Approval of Insurance

Subject: Approval of Insurance Renewal
Date: 20th May 2024
Author: Andrew Prince, RFO

1. Report Summary.

- 1.1 The Council's Insurance is underwritten by Zurich Municipal and brokered by Community First. The policy is due for renewal on 1st June 2024. This report explains the cover, the cost to the Council, and recommends renewal.

2. Background.

- 2.1 The current policy is in the final year of a 3-year LTA and cost £6,133.15 in June 2023 including IPT and a mid-term adjustment for more play areas.
- 2.2 The policy includes the following cover.
- A. Material Damage to buildings.
 - B. Business Interruption.
 - C. All Risks – selected items of hardware.
 - D. Money and Personal Accident
 - E. Public and Products Liability
 - F. Hirers' Liability
 - G. Employers' Liability – includes members and volunteers
 - H. Libel and Slander
 - N. Fidelity Guarantee – currently limited to £1,000,000
 - O. Personal Accident
 - P. Legal Expenses
 - Q. Street Furniture – impact damage only
- 2.3 Material damage insurance to buildings, including the Old Sarum Community Centre, the Hampton Park Pavilion and the Parish Office, is nearly 74% of the premium. The building insurance for the Old Sarum Community Centre is invoiced to them as insurance rent in accordance with their Lease.

3. Renewal.

- 3.1 Community First, who broker the Zurich policy, have quoted £6,226.67 inc. IPT based on a 3-year Long Term Agreement. This is a 1.5% increase on last year. It includes the following adjustments to cover.
- a. A 5% indexed increase in buildings cover.
 - b. An increase in the Fidelity Guarantee for two named officers (Clerk and RFO) to £2m.
- 3.2 The full proposed Schedule of Insurance is attached at Annex 1. The quotation is attached at Annex 2.

4. Recommendation.

- 4.1 That the Council approve the renewal of insurance with Zurich Municipal through Community First on a 3-year Long Term Agreement.

Select for Local Councils

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 issued.

Policy Number	YLL- 272027-8713	
Insured	Laverstock & Ford Parish Council	
Business	Parish/Local Council	
Period of Insurance	From:	01/06/2024
	To:	31/05/2025
	and any other period for which cover has been agreed	
Annual Premium	£6,554.41 Premiums are inclusive of Insurance Premium Tax	
Schedule Number	01	
Preparation Date	10/05/2024	
Long Term Agreement Expiry (not applicable to Part P)		
Policy Form Reference	MLAACG08	

Lines of cover applying

Line of Cover	Insured/Not insured
Part A: Material Damage	Insured
Part B: Business Interruption	Insured
Part C: All Risks	Insured
Part D: Money and Personal Accident Assault	Insured
Part E: Public and Products Liability	Insured
Part F: Hirers' Liability	Insured
Part G: Employers' Liability	Insured
Part H: Libel and Slander	Insured
Part N: Fidelity Guarantee	Insured
Part O: Personal Accident	Insured
Part P: Legal Expenses	Insured
Part Q: Street Furniture (Impact Damage Only)	Insured

Part A – Material Damage

Effective Date: 01/06/2024

Premises Address	Buildings Sum Insured	Contents Sum Insured
Hampton Park Community Centre, Salisbury SP1 3GY	£1,284,683	
Old Sarum Community Centre Pheasant Drive, Old Sarum, SP4 6GH	£1,784,403	
Portacabin Office Riverbourne Community Farm, Laverstock SP1 2SR	£6,031	£3,307

Insured Perils applicable to Material Damage:

1-16

Excesses:

The following excess applies to each and every loss arising in respect of each and every separate premises:

Item Description	Sums Insured
Theft, Accidental Damage	£100
Malicious Damage, Storm or Flood, Escape of Water	£250
Falling Trees or Branches	
Subsidence or ground heave	£1,000

Operative Endorsements:

Policy booklet 1, 3, 5, 6, 8, 9 (please refer to the endorsement section of your policy wording)

Part B – Business Interruption

Effective Date: 01/06/2024

Item	Cover	Sums Insured	Maximum Indemnity Period
Section 2 a)	Additional Expenditure	Nil	N/A
Section 2 b)	Loss of Gross Revenue	Nil	N/A
Section 5.3	Loss of Computer Data	£500	12 months

Insured Perils applicable to Business Interruption:

1-16

Operative Endorsements:

None

Part C - All Risks

Effective Date: 01/06/2024

Item Description	Sums Insured
Office Contents - restricted to clerk's home only	£2,500
Chain of Office	1,670
Sound Proof Partition	7,650
Monacor Sound System & PA System	2,141
IT Equipment at Home of Employees	5,377
Meeting Owl Pro	829
Vamvo Outdoor Projector	170
14 Street Name Signs	4,114
Office Contents	2,500
Evolis Radar Speed Device	2,250

Excess:

£100 each and every loss

Operative Endorsements:

Policy booklet 1 (please refer to the endorsement section of your policy wording)

Part D - Money

Effective Date: 01/06/2024

Item	Description	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 b) in the private residence of any member or employee c) in the premises: i) in the custody of or under the actual supervision of any member or employee ii) in locked safes or strongrooms iii) in locked receptacles other than safes or strongrooms	£500 £100 £2,000 £2,000 £100

Excess:

£50 each and every loss

Personal Accident Assault Limits:

Stated in Section 3(c)

Part E - Public Liability

Effective Date: 01/06/2024

Limit of indemnity:

£10,000,000

Including Playground Liability – 165 Items over various locations within territorial limits
Liability for Skate Park

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

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 F - Hirer's Liability

Effective Date: 01/06/2024

Limit of indemnity:

£2,000,000

Excess:

£100 each and every claim for damage to the premises or contents caused other than by fire or explosion

Operative Endorsements:

None

Part G - Employers Liability

Effective Date: 01/06/2024

Limit of indemnity:

£10,000,000

Excess:

Nil

Operative Endorsements:

None

Part H - Libel and Slander

Effective Date: 01/06/2024

Limit of indemnity:

£250,000

Excess:

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

Operative Endorsements:

None

Part N - Fidelity Guarantee

Effective Date: 01/06/2024

Persons Guaranteed	Sums Guaranteed
All members and employees	£1,000,000
Two designated officers (the clerk and the responsible financial officer)	£2,000,000

Excess:

£100 each and every claim

Operative Endorsements:

None

Part O – Personal Accident

Effective Date: 01/06/2024

Cover is limited to £500,000 any one person and £2,000,000 any one incident

Persons Insured:	All members and employees
Capital Sum	£20,000
Weekly Sum	£100
Cover	Sections 2 and 3 – Accident and Assault Cover

Operative Endorsements:

None

Part P - Legal Expenses

Effective Date: 01/06/2024

Section	
3. Employment Disputes and Compensation Awards	Operative
4. Legal Defence	Operative
5. Property Protection and Bodily Injury	Operative
6. Tax Protection	Operative
7. Contract Disputes	Not Operative
8. Statutory Licence Protection	Not Operative

Limit of Indemnity:

£100,000

Operative Endorsements:

None

Part Q - Street Furniture (Impact Damage Only)

Effective Date: 01/06/2024

Item Description	Sums Insured
8 Bus Shelters	44,403
6 Bollards	3,246

Excess:

£100 each and every loss

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MSEDF05 (05/23)

Invoice for payment
 Policy Number : YLL2720278713
 Insurance Policy Renewal Premiums
 Renewal date: 1st June 2024



VAT No. 250510549

Laverstock & Ford Parish Council



Andrew Prince
 3 Pilgrims Way
 Salisbury
 Wiltshire
 SP1 1RZ

The policy is offered on a 3 year long term agreement	Annual 1 Year Premium	3 Yr LTA (year 1)
Core Cover		
Office Contents, Business Interruption, Public Liability Employers Liability		
Personal Accident, Fidelity Guarantee, Libel & Slander, Money, Legal Expenses		
Hirers Liability		
Extensions of Cover:		
Part A Material Damage		
Hampton Park Community Centre SP1 3GY	£ 1,284.68	£ 1,220.45
Old Sarum Community Centre, SP4 6GH	£ 2,890.73	£ 2,746.20
Portacabin Office SP1 2SR	£ 17.25	£ 16.39
Part C All Risks		
Part E Public Liability		
Part N Fidelity Guarantee		
<i>(Individual cover extensions detailed in schedule)</i>		
Sub Total	5,852.15	5,559.53
the premium includes a commission fee retained by Community First		
Insurance Premium Tax (12%)	702.26	667.14
Total Amount Due	£ 6,554.41	£ 6,226.67

Payment date should be received within 30 days of effective date or invoice date if later

BACS PAYMENTS TO: Ref: PC Name
 HSBC S/C 40-19-16
 A/C 21519700

Cheques Payable to 'Community First Trading Limited'
 send to: Community First Insurance, Unit C2 Beacon Business Centre
 Devizes Wiltshire SN10 2EY

Registered Charity Number: 288117 Registered FSA No: FRN311971
 Company Ltd by guarantee: 1757334 England VAT Registration No: 6393860 06