

Summary of Cover

# Clear Local Councils

Underwritten by



AVIVA

# Contents

Introduction	3
Policy Summary	5
Mandatory Covers	8
Optional Covers	20
Notifying a Claim	27
Additional Information	28
Underwriter and Insurer Details	29

# INTRODUCTION

This document provides key information about the Local Councils policy arranged by Clear Insurance Management Limited. Should you have any additional questions, then please contact Clear Insurance Management Limited.

## Insurers

Aviva Insurance Limited

This Summary of Cover is designed to highlight the main features and exclusions to help you decide if the policy meets your needs. If you require more detailed information please contact Clear Insurance Management Limited at the address shown in the covering letter.

**This is a Policy Summary only and does not contain full terms and conditions of the contract of insurance. Some of the covers will only apply if you have chosen to take the option selected. Full terms and conditions can be found in the policy documents, a copy of which is available on request.**

# Local Councils Policy Details

## Mandatory Covers:

- Employers' Liability - covers your legal liability to employees including volunteers, if they are injured whilst working for you
- Public Liability - covers your legal liability to pay compensation to members of the public if they are injured or their property is damaged as a result of an accident caused by you or your employees, including volunteers
- Money - covers loss of money and provides compensation for an accident sustained by employees, clerks, councillors and voluntary workers as a direct result of theft or attempted theft
- Fidelity Guarantee - covers loss which you may sustain from fraud or dishonesty of employees
- Officials' Indemnity - covers your legal liability for negligence of council members, officials or members of your staff in pursuit of their duties
- Libel and Slander - covers your legal liability to pay compensation for libel contained in publications issued in the course of Council business or slander uttered by the Clerk to the Council and any member of the council whilst carrying out their duties
- Legal Expenses – provides legal advice and protection for legal costs arising from a range of contingencies

## Optional Covers:

- Property Damage - provides All Risks cover for loss or damage to your buildings, contents and other property owned by the council – including street furniture, playground equipment and war memorials, with the option to include damage caused by subsidence
- Business Interruption – cover for loss of revenue or increased cost of working as a result of your premises being unfit for occupation following loss or damage
- Personal Accident – covers your council members, clerks, council employees or volunteers against accidental bodily injury
- No Claims Bonus Protection & Application of Excess Protection – provides cover for payment of excess and loss of no claims discount when clerks and councillors are using private motor vehicles in connection with council business

# POLICY SUMMARY

This is a Policy Summary only and does not contain full terms and conditions of the contract of insurance. It is designed as a way for Clear Insurance Management Limited to provide important information to you about your Local Councils policy. Some of the covers will only apply if you have chosen to take the option selected. Full terms and conditions can be found in the policy documents, copies of which are available on request.

## What is the Local Councils Insurance Policy?

The Local Councils Policy is specifically designed to cover the insurance needs of Parish, Town and Community Councils in England and Wales in respect of their legal liabilities, property damage and other risks. It is underwritten by Aviva Insurance Limited.

## Please Read the Policy

Please periodically read the policy and the policy schedule carefully and make sure that it meets your needs and that you understand its terms, conditions, limits and exclusions.

If you wish to change anything or if there is any thing you do not understand please notify your insurance specialist. If you fail to notify us your policy may not operate or not operate fully.

## Where am I covered?

This will depend on the product and choices you have made, please refer to the Summary and policy booklet for details of where you are covered.

## What are my obligations?

This is a summary of your main obligations under the policy.

- You must make a fair presentation of the risk to us, which includes telling us of any circumstances which we would take into account in our assessment or acceptance of this insurance – wlf you fail to make a fair presentation of risk this could affect the extent of cover provided or invalidate your policy
- You must also make a fair presentation to us in connection with any variations, e.g. changes you wish to make to your policy.
- You must take all reasonable precautions to prevent loss or damage, and comply with any security or other loss prevention conditions in your policy documents

- You must notify us promptly of any event which might lead to a claim and follow the claims procedure set out in your policy
- For further details and any specific obligations relating to your trade or business activities following our assessment of your risk, please refer to your policy documents

## When and how do I pay?

Payment options should be discussed with your insurance adviser.

## How do I cancel the contract?

You can cancel your policy at any time during your period of cover, subject to the notice period shown in your policy.

To cancel your policy, contact your insurance adviser.

## How do I make a complaint?

**Please direct all complaints to:**

Clear Insurance Management Limited  
AGM House  
3 Barton Close  
Grove Park  
Enderby  
Leicester. LE19 1SJ

Telephone: 0330 013 0036

Email: [councils@thecleargroup.com](mailto:councils@thecleargroup.com)

If you are unhappy with the outcome of your complaint you may refer the matter to the Financial Ombudsman Service at:

**The Financial Ombudsman Service**

Exchange Tower

London

E14 9SR

Telephone: 0800 023 4567 (calls from UK landlines and mobiles are free) or  
0300 123 9123

Or simply log on to their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Whilst Clear Insurance Management Limited and Insurers are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure does not affect your right to take legal action.

## **Would I receive compensation if the Insurers were unable to meet their liabilities?**

The Insurers are members of the Financial Services Compensation Scheme (FSCS).

You may be entitled to compensation from the FSCS if Insurers are unable to meet their liabilities. Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk), by emailing [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk) or by phoning the FSCS on 0800 678 1100 or 0207 741 4100

## **Policy Duration**

The policy has a 12 month period of insurance (unless shown differently on your policy schedule), and is annually renewable.

# Mandatory Covers

## EMPLOYERS LIABILITY

### Significant Features and Benefits

Covers your legal liability to insure your employees for death or injury happening in the course of their employment with you up to £10 million any one occurrence (£5 million for claims arising from acts of terrorism).

**Health and Safety at Work Legal Defence Costs** – provides legal and other costs incurred in defending prosecutions

**Unsatisfied Court Judgements** – provides for payment of compensation to an employee where a court judgement remains unsatisfied six months after the judgement

**Compensation for Court Attendance** – covers attendance as a witness in connection with the defence of a claim. Limits are:

- £500 for each days attendance for partners and directors
- £250 for each days attendance or an employee

**Contractual Liability** – covers liability which attaches to you solely under the terms of an agreement

**Medical Treatment** – provides cover for damages, costs and expenses to any employee resulting in treatment given in connection with any bodily injury

**Data Protection** – provides cover for defence against 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

### Significant Exclusions or Limitations

- work on an offshore installation or travelling to or from
- injury to any employee where motor insurance is required by law to be in force
- fines, penalties or liquidated, aggravated, punitive or exemplary damages



# PUBLIC AND PRODUCTS LIABILITY

## Significant Features and Benefits

Covers your legal liability in connection with council business for accidental injury to members of the public or accidental damage to property not owned by you up to £10 million any one claim (£5 million for claims arising from acts of terrorism).

Persons entitled to indemnity include;

- Councillors, clerks, employees or former employees in connection with council business
- Voluntary helpers at charitable or recreational activities organised by you
- Officers, committee members, or other members of your canteen, social, sports or welfare organisation or ambulance, first aid or fire services
- Any Principal for whom you are carrying out work under any contract

**Indemnity to Hirer** – indemnifies any organisation or person whilst using any building owned by you up to a limit of £2,500,000 provided the purpose of use is noncommercial.

**Advertising Liability** – covers damages and compensation in the event of any infringement of copyright, title or slogan in any advertisement, publicity, article or broadcast by you up to £1,000,000

## Significant Exclusions or Limitations

- injury to any employee or voluntary worker
- loss of or damage to property belonging to you or in your charge or control other than:
  - premises and contents temporarily in your charge for the purpose of carrying out work
  - premises leased rented or hired by you, excluding liability under any tenancy agreement
- property belonging to visitors and guests in your custody or control
- liability arising out of ownership, possession or use of any mechanically propelled vehicle or attached trailer where motor insurance is required by law or any water craft or aircraft
- products liability arising from:
  - any liability which attaches to you solely under the terms of an agreement
  - any product installed or incorporated in aircraft or spacecraft
- pollution unless due to a sudden, identifiable, unintended and unexpected incident
- fines, penalties or liquidated, aggravated, punitive or exemplary damages
- damage to employees' and visitors' vehicles and personal belongings whilst being worked upon or stored for a fee

## PUBLIC AND PRODUCTS LIABILITY - CONTINUED

### Significant Features and Benefits

**Overseas Personal Liability** – covers temporary visits to any other country made in connection with the business

**Contingent Motor Liability** – covers you against liability for vehicles not owned or provided by you in connection with the business

**Member to Member Liability** – covers claims arising out of the activities of the council against individual members made by another member or members

**Food Safety Act Legal Defence Costs** – covers cost of defence of criminal proceedings for breach of the Food Safety Act 1990 or other local equivalent

**Pollution Clean-Up Costs** – provides cover for the cost of carrying out remediation and clean-up costs following a sudden, unexpected incident if a demand or notice is served on the council under environmental protection legislation

**Unauthorised Movement of Vehicles** – covers your liability when vehicles not owned by you are being driven by your employees for the purpose of parking, loading or unloading, to allow free passage of a vehicle owned by you or to allow access to your premises

### Significant Exclusions or Limitations

- liability arising from advice or design provided for a fee
- exposure to, inhalation of, fears of the consequences of exposure to/inhalation of, costs incurred in repairing, removing, replacing, recalling, rectifying, reinstating, or managing any property arising out of the presence of asbestos
- any publication or utterance of a libel or slander
- any excess as stated in your schedule

# MONEY

## Significant Features and Benefits

**Crossed cheques and other non-negotiable money** – maximum benefit £250,000

Cash and other negotiable money:

- in transit or in your premises during business hours or in a bank night safe – as per your policy schedule
- in a locked safe at your premises out of business hours – as per your policy schedule
- out of a safe, at your premises out of business hours — as per your policy schedule
- in private dwellings of principals, partners and directors of the business – £350
- whilst at exhibitions, fetes or similar events – up to £350

**Personal Accident Assault extension** – benefits as follows if any employee 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:

- death, loss of limb, loss of sight and permanent total disablement £25,000
- temporary total disablement £100 per week (up to 104 weeks)
- temporary partial disablement £50 per week (up to 104 weeks)
- the cost of professional counselling up to £30 per session and £1,000 per person
- clothing and personal effects up to £250

## Significant Exclusions or Limitations

- loss arising from the dishonesty of any committee member, officer, partner, director, trustee, employee or voluntary worker not discovered within 30 working days of the occurrence
- losses from unlocked, unattended vehicles
- shortage due to error or omission
- loss from locked safe at your premises out of business hours unless the key or keys of the safe are removed from the premises
- personal accident assault cover in respect of professional security carriers
- you must ensure that when in transit, money is carried by the following number of able-bodied adults;
  - 2 adults when in excess of £3,000 but not exceeding £6,000
  - 3 adults when in excess of £6,000 but not exceeding £15,000
- a professional carrier of money for single transits exceeding £15,000

# FIDELITY GUARANTEE

## Significant Features and Benefits

Covers loss of money or other property up to £250,000, with the option to increase your sum insured if needed, arising from the dishonesty of directors, principals, partners, employees or voluntary workers.

Cover will also extend to include;

- Auditors and other professional fees necessary to quantify a loss
- The cost of re-writing and amending computer software and systems following their fraudulent use
- Valid claims that are caused by the theft, fraud or dishonesty of more than one employee, where you are unable to specify the individual person or persons
- Theft, fraud or dishonesty committed during the period of insurance but not discovered until after this insurance has expired, up to 36 months after expiry provided you do not renew or replace the policy

## Significant Exclusions or Limitations

- losses brought about from the dishonesty of any employee or voluntary worker who to the knowledge of the clerk or any councillor has a conviction for theft, fraud or dishonesty not considered spent under the Rehabilitation of Offenders Act 1984
- loss of interest or consequential loss of any kind
- losses caused by any temporary agency staff if cover for the loss is provided by the employment agency providing the person connected
- any unexplained shortages
- any excess as stated in your schedule

## OFFICIALS INDEMNITY

Significant Features and Benefits	Significant Exclusions or Limitations
<p>Covers your legal liability for negligent acts, accidental errors or omissions of council members, officials or employees committed in relation to council business, up to £500,000 in any one period of insurance</p>	<ul style="list-style-type: none"> <li>• injury or loss or damage to property</li> <li>• loss or damage caused by councillors, officials or employees arising from;</li> <li>• fraud, dishonesty or criminal offence</li> <li>• neglect, error or omission other than in the course of the discharge of their duties</li> <li>• your failure to fulfil your obligation under any contract entered into by them with the third party making the claim</li> <li>• slander or libel</li> <li>• liability in respect of surcharge made by the District Auditor or other body</li> </ul>

## LIBEL AND SLANDER

Significant Features and Benefits	Significant Exclusions or Limitations
<p>Covers your legal liability to pay damages and claimants costs and expenses for the following;</p> <ul style="list-style-type: none"> <li>• libel</li> <li>• slander</li> <li>• passing off</li> <li>• infringement of trademark or registered design or patent</li> <li>• infringement of copyright</li> </ul> <p>in your normal publications or committed by the clerk or any member of the council whilst carrying out official duties up to £250,000 in any one insurance period</p>	<ul style="list-style-type: none"> <li>• criminal or alleged criminal libel</li> <li>• passing off, infringement of trademark or registered design or patent in connection with computer software</li> <li>• claims for proceedings brought outside of the territorial limits stated in the schedule</li> <li>• 10% of each and every claim including claimants' costs and defence costs</li> </ul>

# LEGAL EXPENSES

## Significant Features and Benefits

The following contingencies are covered under the Legal Expenses section of your policy, up to the limits specified in your schedule.

**Employment Disputes** – covers the cost of defending you in disputes with employees, former employees and trade unions representing employees in respect of;

- unfair dismissal disputes under the ACAS arbitration scheme
- contracts of employment
- breach of statutory rights under employment legislation

**Compensation Awards** – covers basic and compensatory awards that you are ordered to pay by a tribunal or through the ACAS Arbitration Scheme related to a valid claim under the Employment Disputes contingency

**Service Occupancy** – covers the cost of recovering possession of premises owned by you, or for which you are responsible

**Breach of Restrictive Covenant** - covers the cost of pursuing an injunction against employees or former employees following a breach of express restrictive covenant in their contract of employment in respect of;

- Solicitation of other employees
- Solicitation of customers resulting in proven financial loss

## Significant Exclusions or Limitations

**Employment Disputes** excludes claims for damages in respect of personal injury or physical property

**Compensation Awards** cover excludes;

- Non-payment of money due under the relevant contract of employment
- Compensation awards related to trade union activities or membership, health & safety dismissals brought under Section 44 of the Employment Rights Act 1996, statutory rights in relation to trustees of pension schemes or statutory rights in relation to Sunday shop and betting work
- Breach of National Minimum Wage Laws
- Compensation awards ordered due to failure to comply with a recommendation made by a tribunal

**Service Occupancy** does not cover the cost of defending your legal rights, other than defending a counter-claim

**Criminal Prosecution** excludes prosecutions for infringement of road traffic laws or regulations in connection with ownership, driving or use of a motor vehicle.

**Data Protection** excludes defence costs and civil awards where you are not registered with the Information Commissioner

## LEGAL EXPENSES - CONTINUED

### Significant Features and Benefits

**Criminal Prosecution** – covers the cost of defending you;

- in dealings with the Police, Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer prior to the issue of legal proceedings
- following an event which leads to an insured person being prosecuted in a criminal court

as well as the costs and expenses incurred in appealing against a sentence or conviction, including appeals against an Improvement or Prohibition Notice under the Health & Safety at Work etc. Act 1974 or the Food Safety Act 1990.

**Data Protection** – covers the cost of defending you and any compensation award following civil action taken against an 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.

You are also covered for appeal costs following the Information Commissioner's decision to refuse registration or change of registration, or serve an Enforcement Deregistration or Transfer Prohibition Notice.

### Significant Exclusions or Limitations

## LEGAL EXPENSES - CONTINUED

Significant Features and Benefits	Significant Exclusions or Limitations
<p><b>Wrongful Arrest</b> – covers the cost of defending you in civil action for wrongful arrest or malicious prosecution in respect of an accusation of theft</p> <p><b>Employee Civil Legal Defence</b> – covers the defence of insured persons if;</p> <ul style="list-style-type: none"> <li>• An event leads to civil action under legislation for unlawful discrimination</li> <li>• Civil action in respect of an insured person’s position as a trustee of a pension fund set up for the benefit of your employees</li> </ul> <p><b>Statutory Notice</b> – covers the cost of representing you in an appeal against the imposition or terms of a Statutory Notice issued under legislation affecting council business</p> <p><b>Disciplinary Hearings</b> – covers the cost of representing an insured person at a disciplinary hearing convened by a regulatory authority or professional body</p> <p><b>Property Protection</b> – covers representation at any legal proceedings related to property you own or are responsible for following;</p> <ul style="list-style-type: none"> <li>• Any event which could cause physical damage or loss to property</li> <li>• Any nuisance or trespass including eviction of squatters</li> </ul>	<p><b>Property Disputes</b> excludes claims relating to;</p> <ul style="list-style-type: none"> <li>• A contract entered into by you</li> <li>• Tenancy disputes</li> <li>• Mining subsidence</li> <li>• Motor vehicles whilst being driven by an insured person</li> </ul> <p><b>Personal Injury</b> does not cover claims relating to;</p> <ul style="list-style-type: none"> <li>• Illness or bodily injury which develops gradually or is not linked to a specific accident</li> <li>• Defending the legal rights of an insured person, except in respect of a counter-claim</li> </ul> <p>Motor vehicles whilst being driven by an insured person</p> <p><b>Tax Protection, Employers’ Compliance and VAT Disputes</b> contingencies are subject to you taking all reasonable care to ensure that returns are complete, correct and submitted within statutory time limits, and no cover is provided for;</p> <ul style="list-style-type: none"> <li>• Claims caused by your failure to register for value added tax</li> <li>• Claims arising from investigations by HM Revenue and Customs Special Investigation Section or Special Compliance Office</li> <li>• Claims arising from investigations into alleged dishonesty or alleged criminal offences</li> <li>• Claims arising from a tax avoidance scheme</li> </ul>



## LEGAL EXPENSES - CONTINUED

### Significant Features and Benefits

**Personal Injury** - covers the cost of pursuing the legal rights of an insured person following an event causing their death or bodily injury, or that of a family member

**Tax Protection** – covers the cost of representing you and negotiating on your behalf in respect of any full enquiry, aspect enquiry or intervention enquiry carried out by HM Revenue and Customs

**Employers' Compliance** – covers the cost of representing you in any appeal proceedings related to your compliance with;

- Pay as you Earn
- Social Security Regulations
- Construction Scheme affairs

after a HM Revenue and Customs review or a formal written expression of dissatisfaction with your P11Ds or P9Ds

**Vat Disputes** – covers the cost of representing you in any appeals proceedings following assessment by HM Revenue and Customs in respect of value added tax due

### Significant Exclusions or Limitations

## LEGAL EXPENSES - CONTINUED

### Significant Features and Benefits

**Contract Disputes** - covers you for the cost of representation at civil proceedings related to a contractual dispute arising from an agreement for the sale, provision, purchase or hire of goods or services provided that;

- The amount in dispute exceeds £250
- If the amount in dispute is payable in instalments, the instalments due at time of dispute exceed £250
- Any claims related to money owed to you are made within 90 days of the money being due

**Tenancy Disputes** – covers the cost of representing you in proceedings related to a tenancy dispute between you and your landlord

**Statutory Licence Protection** – covers appeals to the relevant statutory or regulatory authority following an event which results in the suspension, alteration of terms, refusal to renew or cancellation of your licence, statutory registration or British Standards Certificate of Registration

### Significant Exclusions or Limitations

**Contract Disputes** and **Debt Recovery** contingencies exclude disputes related to;

- Insurance policies and other financial products
- Lease, licence or tenancy of land or buildings
- Motor vehicles
- Contracts of employment
- Specifically tailored computer hardware, software, systems or services
- Breach of professional duty by an insured person
- Recovery of money from another party unless the other party intimates a defence exists

**Tenancy Disputes** excludes disputes related to rent, service charges or renewal of the tenancy agreement

**Statutory Licence Protection** excludes;

- An original application or application of renewal
- Licence appeals related to motor vehicles

## LEGAL EXPENSES - CONTINUED

### Significant Features and Benefits

**Debt Recovery** – covers civil actions for the enforcement of judgement to recover money and interest due from the sale or provision of goods and services provided that;

- The amount in dispute exceeds £250
- You have exhausted all reasonable credit control and accounting procedures
- Sufficient assets exist to satisfy judgement
- Any claims related to debt recovery being made within 90 days of the money being due

### Significant Exclusions or Limitations

**General Exclusions and Limitations applicable to all contingencies;**

- costs and expenses incurred prior to the insurer's written acceptance of a claim
- legal action taken without the insurer's consent
- legal action where you hinder the insurer or their appointed representatives
- claims deliberately or intentionally caused by an insured person
- claims related to a judicial review
- claims made at a time where you are bankrupt, has filed a bankruptcy or winding up petition, has made an arrangement with creditors, has entered into a deed or arrangement, are in liquidation or where your affairs are in the care or control of a receiver or administrator

# Optional Covers

PROPERTY DAMAGE	
Significant Features and Benefits	Significant Exclusions or Limitations
<p>Covers loss or damage to buildings, contents, stock, furniture, fixtures and fittings, computers, glass and sanitary ware and other property belonging to you or for which you are responsible for the sum insured specified in your policy schedule.</p> <p>Specific limits indicated in your policy schedule are provided for;</p> <ul style="list-style-type: none"> <li>• <b>Street Furniture</b></li> <li>• <b>Gates and Fences</b></li> <li>• <b>Playground Equipment</b></li> <li>• <b>CCTV Equipment</b></li> <li>• <b>War Memorials</b></li> <li>• <b>Ground Surfaces</b></li> <li>• <b>Mowers and Machinery</b></li> <li>• <b>Sports Equipment</b></li> <li>• <b>Regalia</b></li> </ul> <p>Loss or damage arising from subsidence, ground heave and landslip is also available</p> <p><b>Debris Removal Costs</b> – the cost of removing debris of the insured property damaged</p> <p><b>Locks</b> – covers the cost of replacement locks following theft of keys up to £5,000</p> <p><b>Trace and Access</b> – covers the cost of locating source of escape of water or fuel oil from any tank, apparatus or pipe and subsequent making good of damage up to £25,000</p>	<ul style="list-style-type: none"> <li>• theft or theft damage from any building not involving forcible and violent entry to or exit from the premises, or from open sided or temporary buildings or involving any partner, director, or employee</li> <li>• acts of fraud or dishonesty by any partner, director, or employee</li> <li>• frost, wear and tear, gradual deterioration, inherent vice, latent defect</li> <li>• rot, mildew, rust, corrosion, insects, woodworm, vermin</li> <li>• dyeing, cleaning, repair, renovation, marring or scratching</li> <li>• faulty or defective design workmanship or materials</li> <li>• operational error or omission</li> <li>• changes in temperature, dampness, dryness, shrinkage, evaporation, loss of weight, contamination, change in colour, flavour, texture or finish</li> <li>• due to pollution or contamination</li> <li>• disappearance, unexplained inventory shortage, misfiling or misplacing of information</li> <li>• freezing, escape of water or damage caused by malicious persons in respect of premises which are empty or not in use for 30 consecutive days or more</li> </ul>

## PROPERTY DAMAGE - CONTINUED

### Significant Features and Benefits

**Metered Utility Charges** – covers the additional charges incurred in respect of any utility metered by a supply authority up to £25,000

**Landscaping Costs** – covers the reasonable cost of remaking, replacing, redesigning and purchasing as necessary to replace surrounding and internal landscaped grounds and gardens up to £25,000

**Fire Brigade Charges and Extinguishing Expenses** – covers fire brigade charges and extinguishing expenses, as well as the loss of fire extinguishing materials expended up to £25,000

**Capital Additions** – covers new or acquired premises or property, or additions and improvements to existing property, provided you inform us within 6 months

**Decontamination and Clean-Up Expenses** – covers the cost of decontamination or disposal of water, soil or similar substance incurred during emergency measures taken to prevent seepage, pollution or contamination, up to £25,000

**Inadvertent Omission to Insure** – covers accidental failure to insure property, subject to you notifying us as soon as possible and paying the appropriate premium, up to the amount in your Schedule

### Significant Exclusions or Limitations

- damage caused by war
- losses where third party insurance has been invalidated due to a breach of condition, risk improvements not being complied with or failure to make a claim
- losses due to detonation of munitions of war where a state of war or hostilities exists
- losses due to joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure and vessels or any range of steam piping in connection therewith
- losses due to mechanical or electrical breakdown or derangement of the particular machine or apparatus or equipment in which such breakdown or derangement originates
- any excess as stated in your schedule

## PROPERTY DAMAGE - CONTINUED

### Significant Features and Benefits

**Mitigation of Environmental Impact** – covers the additional cost of reducing your environmental impact following damage, up to the amount stated in your schedule

**Mitigation of Loss** – covers reasonable and necessary costs to reduce or mitigate impending damage, up to £10,000

**Motor Vehicles** – covers costs not recoverable from any other policy for loss or damage to motor vehicles, up to £10,000

**Resilient Repairs – Extra Costs** – covers the extra costs of making property more resilient to future loss during reinstatement, up to £10,000

**Involuntary Betterment** – covers the additional cost of providing property that performs the same function in the event that new property of like kind and quality is not available following damage, up to £25,000

### Significant Exclusions or Limitations

# BUSINESS INTERRUPTION

## Significant Features and Benefits

**Loss of Revenue** covers; Interruption to your organisation following an insured loss under the property damage and theft section, which results in reduced earnings and running costs.

Cover will be declaration linked – providing a 1331/3% uplift

**Additional expenses** to assist you in preventing or reducing a drop in income such as overtime payments

**Full failure of public utilities** (water/gas/electricity)

**Full failure of telecommunications**

**Damage at the premises of a customer or supplier**

**Damage to property near by which prevents access**

**Loss of attraction**

**Notifiable Human Disease**

**Loss of Rent Receivable** covers; A loss of rent receivable during the indemnity period. (subject to the maximum indemnity period specified in your policy schedule) as well as additional expenses incurred solely to avoid or diminish loss of rent receivable following Damage to property insured

**Additional Increased Cost of Working** covers; Additional expenses in excess of that covered within Loss of Rent Receivable incurred solely to avoid or diminish loss of revenue or resuming or maintaining your business as normal

## Significant Exclusions or Limitations

- exclusions as shown under the Property Damage Policy Section
- any excess as stated in your schedule

## BUSINESS INTERRUPTION - CONTINUED

### Significant Features and Benefits

**Stand-alone Increased Cost of Working** covers; Additional expenses incurred following interruption of the business as a result of damage for the sole purpose of avoiding or diminishing any interruption or interference with the business

**Extended Premises** – extends cover under the business interruption section to the premises of any customers, suppliers or third parties, as well as in respect of transit, up to £50,000

**Extended Incident** – extends cover under the business interruption section to include notifiable human disease and other health risks, prevention of access and loss of attraction, and utilities, up to £50,000

### Significant Exclusions or Limitations



# PERSONAL ACCIDENT

## Significant Features and Benefits

Covers any council member, clerk, employee or voluntary worker between the ages of 16 and 75 years against accidental bodily injury:

- death and permanent total disablement £100,000. The compensation payable for permanent total disablement will be in accordance with the scale shown in the policy
- temporary total disablement £200 per week (up to 104 weeks)
- temporary partial disablement £100 per week (up to 104 weeks)

In respect of any insured persons who at the commencement of the period of insurance is between the ages of 76 and 85, the compensation for death, loss of limbs, loss of hearing or loss of sight and loss of speech is reduced to £10,000

The cost of cleaning, repairing or replacing lost or damaged clothing or personal effects up to £500

Medical expenses incurred in connection with any disablement for which compensation is payable for up to 20% of the total compensation payable

## Significant Exclusions or Limitations

- whilst engaging in motor cycling, hunting, winter sports, mountaineering or rock climbing, combat sports, show jumping, polo or steeple chasing
- whilst engaged in any occupation outside of your organisation
- suicide, intentional self-injury, or insanity or the influence of alcohol or non-prescribed drugs
- pregnancy or childbirth
- disability due to a gradual cause
- flying, except as a passenger on a recognised airline
- as a result of war

**Please be aware, Personal Accident cover also excludes accidental bodily injury when participating in or training for contact sports.**

## NO CLAIMS BONUS PROTECTION AND APPLICATION OF EXCESS PROTECTION

### Significant Features and Benefits

Covers loss of or reduction in no claims discount and payment of excess contribution under a motor policy following accidents to private vehicles used by clerks and councillors in connection with your business

### Significant Exclusions or Limitations

- cover is limited to the ensuing year's discount loss or reduction up to a total of £500 or the excess contribution up to £250 or the sum of both amounts

# Notifying a Claim

If an accident, loss or damage occurs or any circumstances arise which may cause a claim to be made:

- You should notify your insurance specialist (or alternatively you can contact us at our claims handling office):
  - promptly, if an incident occurs that may lead to you making a claim
  - immediately, in the event of a serious accident, loss or damage

Please provide your policy number and as much information as possible about the claim.

## Claims Handling

For all claims with the exception of those under the Legal Expenses section of the policy please call the Aviva Claims Helpline on 0800 015 1498. The Claims helpline can be used by anyone wishing to report a claim on any of Aviva's commercial products. As soon as you know about the problem you face - we will start to put the solutions in place.

## Legal Expenses Claims

If you suffer a loss and need to make a claim under the Legal Expenses section you should contact DAS Legal Expenses Insurance Company Limited directly on 0345 300 1899 and request a claim form. We can only proceed with your claim once we have received details of the incident in writing. A claim form is available to download at [www.aviva.co.uk/legalprotection](http://www.aviva.co.uk/legalprotection).

## Additional Information

### Employers Liability Certificates

The Employers Liability (Compulsory Insurance) Regulations 1998 lay down certain obligations for employers and in particular you should be aware of the following:

- Retention of Certificates

You are strongly recommended to retain copies of Employers Liability certificates that have expired for as long as reasonably practicable. This is because certain claims e.g. industrial diseases could be made many years after the disease is caused.

### Health and Safety Legislation

Where you are required to do so under Health and Safety legislation you must:

- have a Health & Safety Policy in place
- undertake Risk Assessments in order to identify workplace hazards
- have an induction and on-going training programme which is regularly reviewed and recorded
- have a nominated person responsible for Health & Safety.

## Underwriter and Insurer Details

### The Insurers:

Aviva Insurance Limited.

Registered in Scotland No 2116.

Registered Office Pitheavlis Perth Scotland PH2 0NH

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Firm Register Number 202153.

Insurers are UK based and operate within the jurisdiction of English Law.

### Law Applicable

Unless otherwise agreed, the law of England and Wales will apply to this policy.

### Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

### Customers with Disabilities

This Summary of Cover and other associated documentation is also available in large print, audio and Braille. If you require any of these formats please contact us.

### Telephone Call Charges and Recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.





clear  
councils

# Local Councils

Clear Insurance Management Limited  
AGM House  
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Enderby  
Leicester  
LE19 1SJ

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Clear Local Councils Summary of Cover v04.5.2019

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