

**The Insured:** BORDEN PARISH COUNCIL  
**Policy No:** 100723637BDN/LCO03232



## Local Councils

### Policy Schedule

20/09/2024

**Important (Material Circumstances)**

*If the information in The Schedule is incorrect or incomplete, or if the insurance does not meet Your requirements, please tell Us as soon as possible. You are reminded of the need to tell Us immediately of any circumstances or changes which We would take into account in Our assessment or acceptance of this insurance as failure to disclose all relevant circumstances may invalidate Your policy, or may result in the policy not operating fully.*

Your Details

<b>Name of Council:</b>	BORDEN PARISH COUNCIL
<b>Correspondence Address:</b>	145 Borden Lane Sittingbourne Kent ME10 1BY
<b>Business:</b>	Local Council
<b>Schedule produced on:</b>	20/09/2024
<b>The county association of local council you are affiliated to:</b>	Not Declared
<b>Population of Council Area:</b>	Up to 5,000

Period of Insurance

<b>Effective dates</b>	<b>From:</b>	01 October 2024
	<b>To:</b>	30 September 2025
<b>Renewal date:</b>		01 October 2025
<b>Long Term Undertaking:</b>		Expiry Date: 30 September 2027

Your Insurance Adviser's Details

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

The Schedule details for each Section are shown in the following pages.

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Premium Details

<b>Annual Premium (excluding Terrorism):</b>	£1,478.53
<b>Insurance Premium Tax:</b>	£177.42
<b>Total Amount Due (excluding Terrorism):</b>	£1,655.95

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<b>Overall Annual Premium:</b>	£1,478.53
<b>Overall Insurance Premium Tax:</b>	£177.42
<b>Policy Administration Fee:</b>	£45.00
<b>Overall Amount Due:</b>	£1,700.95

Cover Summary

<b>Section</b>	<b>Cover Operative</b>	<b>Limit of Indemnity</b>
Property Damage	Covered	As per Schedule
Money	Covered	As per Schedule
Business Interruption	Covered	As per Schedule
Employers' Liability	Covered	£10,000,000
Public and Products Liability	Covered	£10,000,000
Fidelity Guarantee	Covered	£150,000
No Claims Discount and Application of Excess Protection	Not Covered	Not Applicable
Libel and Slander	Covered	£250,000
Officials Indemnity	Covered	£500,000
Personal Accident	Covered	£100,000
Legal Expenses	Covered	£250,000
Data Breach Response	Covered	£25,000

Applicable to all Sections where stated.

**Excess**

From the amount of all claims in respect of one Occurrence, which shall be adjusted in accordance with the terms Exclusions and Conditions of this Policy, the Insurer will deduct the amount of the Excess stated.

Insurance Limits (and Sub-limits) are inclusive of Excesses.

Only one Excess will apply in respect of any one Occurrence. In the event that more than one Excess applies, then only the higher Excess will apply.

**Sub Limits**

Sub-limits form part of the Limit of Liability and, unless otherwise stated, do not apply in addition to it.

All Limits of Liability apply any one Occurrence.

Limits are inclusive of the Excess unless otherwise stated.

If more than one Sub-limit applies to the same loss, the Insurer's liability will be limited to the lesser Sub-limit.

**Part A - Property Damage and Business Interruption**

Section 1 - Property Damage

<b>Property Insured</b>	<b>Declared Value</b>	<b>Sum Insured</b>
Buildings	£485,550	£582,660
Contents	£27,500	£33,000
<b>Other Property Insured away from the Premises</b>		
Street Furniture	£60,000	£72,000
Walls, Gates and Fences	£30,000	£36,000
Playground Equipment	£75,000	£90,000
CCTV Equipment	Not Insured	£0
War Memorials	£40,000	£48,000
Ground Surfaces	£12,107	£14,528
Mowers and Machinery	£5,000	£6,000
Sports Equipment	£15,000	£18,000
Regalia	Not Insured	£0
Terrorism	Not Insured	

**Section Excess:** £250

**Excess in respect of all Subsidence claims:** £1,000

**Excess in respect of all Terrorism claims:** Nil

**Territorial Limits:** Great Britain, Northern Ireland, the Channel Islands and the Isle of Man

Buildings Insured

<b>Location (1):</b>	Pavilion, Wises Lane, Borden, Sittingbourne, Kent, ME9 8LR
<b>Buildings Declared Value:</b>	£485,550
<b>Buildings Sum Insured:</b>	£582,660
<b>Construction Type:</b>	Standard Construction Buildings incl Listed Buildings & Pavilions
<b>Subsidence Cover:</b>	Included

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Property Damage Extensions - Sub-Limits

	<b>Sub-Limit of Indemnity</b>
Decontamination and Clean Up Expense	£25,000
Deterioration of Freezer Stock	£1,000
Fire Brigade Charges and Extinguishing Expenses	£25,000
Inadvertent Omission to Insure	£250,000
Involuntary Betterment	£25,000
Landscaping Costs	£25,000
Locks	£5,000
Metered Utility Charges	£25,000
Mitigation of Environmental Impact	10% of the Building Sum Insured or £50,000 whichever is less
Mitigation of Loss	£10,000
Motor Vehicles	£10,000
Pair and Set / Consequential Reduction in Value	£10,000
Resilient Repairs - Extra Costs	£10,000
Third Party Sites	£10,000
Trace and Access	£25,000
Unauthorised Use of Metered Utilities	£10,000

Section 1A - Money

<b>Money</b>	<b>Insured</b>
Crossed cheques and other non-negotiable Money	£250,000
In Transit or in the Insured's premises during business hours, or in a bank night safe	£2,500
In a locked safe at the Insured's premises out of business hours	£2,500
Out of a safe at the Insured's premises out of business hours	£350
In the private dwelling houses of any councillors or clerks	£350
Whilst at exhibitions and/or fetes	£350
Personal Accident (Assault) - if any <b>Employee</b> 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. Scale of benefits as follows:	
1. Death	£25,000
2. Loss of Limb(s), Loss of Hearing, Loss of Sight or Loss of Speech	£25,000
3. Permanent Total Disablement	£25,000
4. Temporary Total Disablement	£100 per week
5. Temporary Partial Disablement	£50 per week
6. The cost of professional counselling	£30 per hour £1,000 per person £5,000 in the aggregate during the Period of Insurance
7. Clothing and Personal Effects	£250
Territorial Limits	Great Britain, Northern Ireland, the Channel Islands and the Isle of Man



Section 2 - Business Interruption

	<b>Cover</b>	<b>Sum Insured</b>
Item 1 - Gross Revenue Maximum Indemnity Period: 12 Months	Insured	£10,000
Item 2 - Additional Increased Cost of Working Maximum Indemnity Period: 12 Months	Insured	£10,000
Item 3 - Standalone Increased Cost of Working	Not Insured	
Item 4 - Loss of Rent Receivable	Not Insured	
Territorial Limits	Great Britain, Northern Ireland, the Channel Islands and the Isle of Man	

**Business Interruption Extensions – Sub-Limits**

The following Sub-Limits only apply when Section 2 Item 1 above is marked as 'Insured'.

	<b>Sub-Limit of Indemnity</b>
<b>Extended Premises</b>	
Customers' Premises	£50,000
Suppliers' Premises	£50,000
Third Party Premises	£50,000
Transit	£50,000
<b>Extended Incident</b>	
Notifiable Human Disease and Other Health Risks	£50,000
Prevention of Access and Loss of Attraction	£50,000
Utilities	£50,000
<b>Excess</b>	
Utilities	£500

**The Insured:** BORDEN PARISH COUNCIL  
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Property Damage and Business Interruption Extensions - Sub-Limits

**Claims Preparation Expenses:**

£10,000 any one occurrence and £50,000 in the aggregate for the Period of Insurance

*Applicable to claims above £50,000 in value only:*

Part B - Liabilities

Section 3	Employer's Liability	Limit of Indemnity	<b>£10,000,000</b> any one claim or series of claims arising out of any one occurrence or series of occurrences consequent on or attributable to one source or original cause
	Territorial Limits		Worldwide in connection with the <b>Business</b> conducted by the <b>Insured</b> from premises within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands
	<b>Employer's Liability - Sub-Limits</b>		
	Terrorism		<b>£5,000,000</b> any one claim or series of claims arising out of any one occurrence or series of occurrences consequent on or attributable to one source or original cause
	War		<b>£5,000,000</b> any one claim or series of claims arising out of any one occurrence or series of occurrences consequent on or attributable to one source or original cause
Section 4	Public Liability	Limit of Indemnity	<b>£10,000,000</b> any one <b>occurrence</b>
	Products Liability <i>(Personal Injury and or Property Damage caused by the Insured's Products)</i>	Limit of Indemnity	<b>£10,000,000</b> any one <b>occurrence</b> and in the aggregate for the <b>Period of Insurance</b>
	Pollution Liability	Limit of Indemnity	<b>£10,000,000</b> any one <b>occurrence</b> and in the aggregate for the <b>Period of Insurance</b>
	Territorial Limits		Worldwide in connection with the <b>Business</b> conducted by the <b>Insured</b> from premises within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands
	<b>Public and Products Liability Extensions - Sub-Limits</b>		
	Indemnity to Hirer		<b>£2,500,000</b> any one <b>occurrence</b> and in the aggregate for the <b>Period of Insurance</b>
	Advertising Indemnity		<b>£1,000,000</b> any one <b>occurrence</b> and in the aggregate for the <b>Period of Insurance</b>
<b>Excess</b>			
Amount	£250		any one claim or series of claims arising out of any one <b>Occurrence</b> relating to <b>Property Damage</b>
	Nil		all other claims

Part C - Additional Covers

Section 5	<b>Fidelity Guarantee</b>	Limit any one Loss	<b>£150,000</b> any one <b>occurrence</b> and in the aggregate for the <b>Period of Insurance</b>	
		Territorial Limits	Great Britain, Northern Ireland, the Channel Islands and the Isle of Man	
		Sub-Limits		
		Auditors Fees	10% of the total payment otherwise agreed under the claim subject to a maximum of £50,000 payable in addition	
		Re-Writing of Records	10% of the total payment otherwise agreed under the claim subject to a maximum of £50,000 payable in addition	
Section 6	<b>NCD &amp; Excess Protection</b>		Not Insured	
		Loss of No Claims Discount	£500	
		Application of Excess Protection	£250	
Section 7	<b>Libel and Slander</b>	Limit of Indemnity	<b>£250,000</b> any one <b>occurrence</b> and in the aggregate for the <b>Period of Insurance</b>	
		Territorial Limits	Great Britain, Northern Ireland, the Channel Islands and the Isle of Man	
		Co-Insurance	10%	
Section 8	<b>Officials Indemnity</b>	Limit of Indemnity	<b>£500,000</b> any one <b>occurrence</b> and in the aggregate for the <b>Period of Insurance</b>	
		Territorial Limits	Great Britain, Northern Ireland, the Channel Islands and the Isle of Man	
Section 9	<b>Personal Accident</b>		Insured	
		Operative Time of Cover	Whilst carrying out official duties	
		<b>Scale of Compensation - Ages 16-75</b>		
		1. Death	£100,000	
		2. Loss of Limb(s), Loss of Hearing, Loss of Sight or Loss of Speech	£100,000	
		3. Permanent Total Disablement	£100,000	
		4. Temporary Total Disablement	£200 per week	
		5. Temporary Partial Disablement	£100 per week	
		Excess period for items 4 & 5	14 days	
		Maximum Benefit Period for items 4 & 5	104 weeks	
In respect of any Insured Person who at the commencement of the current Period of Insurance is between the ages of 76 and 85 years the amounts stated in Items 1 and 2 of the Scale of Compensation are each reduced to £10,000.				

**Continental Scale**

Compensation under Item 2 of the Scale of Benefits will be paid in accordance with the following percentages subject of a maximum payment of 100% in the aggregate which the Insured Person has survived for at least one month

a)	<b>Permanent Total Disablement</b>	100%
b)	Permanent Loss of One or More Limbs	100%
c)	<b>Loss of Limb(s), Loss of Hearing, Loss of Sight or Loss of Speech</b>	
i)	Loss of Sight in One or Both Eyes or Loss of Hearing in Both Ears	100%
ii)	Loss of Hearing in One Ear	10%
d)	Permanent Loss by Physical Separation of	
i)	One Thumb	
	Both Phalanges	20%
	One Phalange	7%
ii)	One Index Finger	
	Three Phalanges	9%
	Both Phalanges	6%
	One Phalange	2%
iii)	One Other Finger	
	Three Phalanges	7%
	Both Phalanges	5%
	One Phalange	2%
iv)	One Great Toe	
	Both Phalanges	6%
	One Phalange	3%
iv)	One Other Toe	
	Three Phalanges	3%
	Both Phalanges	2%
	One Phalange	1%

<b>Territorial Limits</b>	Worldwide
<b>Legal Expenses</b>	Insured
Limit of Indemnity	£250,000
Employee Compensation Aggregate Limit	£1,000,000
Territorial Limits	As stated in the Policy

Section 10

**Aviva Legal Helpline**

The Policy provides automatic free access to the Aviva Legal helpline. This is available 24 hours a day, 365 days a year. To contact the Aviva Legal helpline, please phone 0345 300 1899 and have the Policy Number available on request.

## Endorsements

The following endorsements are applicable to your Clear Councils Policy Wording, in addition to the cover provided under the Clear Councils Policy Booklet | v.02.10.2019 policy wording.

Cover is provided effective from the commencement of your Period of Insurance specified in your Policy Schedule at no additional charge, and is subject to the General Conditions, Exclusions and definitions detailed within your policy wording.

### Additional Endorsements

#### [ 30 ] - Tree Felling and Lopping Cover

The following Extension is added to Part A - Section One - Property Damage:

The **Insurer** will pay for necessary and reasonable costs and expenses incurred by the **Insured** with the Insurer's consent for the lopping or removal of trees for which the **Insured** is responsible if such trees are considered by an arborologist or other qualified person to be an immediate threat to life or to the **Property Insured**.

However, this Extension will not cover legal or local authority costs involved in removing trees or costs solely incurred to comply with a preservation order.

The liability of the **Insurer** under this extension shall not exceed a maximum of £1,000 any one **Occurrence** and £5,000 any one **Period of Insurance**.

#### [ 31 ] - Fly Tipping Cover

The following Extension is added to Part A - Section One - Property Damage:

The **Insurer** will pay the reasonable costs of clearing and removing any property illegally deposited in or around the **Premises**.

The liability of the **Insurer** under this extension shall not exceed a maximum of £1,000 any one **Occurrence** and £5,000 any one **Period of Insurance**.

#### [ AMENDED ] - Amended Policy Introduction

**The following applies to your policy:**

The Policy Introduction is amended and restated as follows:

**Introduction**

The contract of insurance between you and us consists of the following elements, which must be read together:

- your policy wording;
- the information contained on your "Statement of Fact" document issued by us;
- the policy schedule
- any notice issued by us;
- any endorsement to your policy; and
- the information under the heading "Important Information" which we give you when you take out or renew your policy.

In return for you having paid or agreed to pay the premium, we will provide the cover set out in this policy, to the extent of and subject to the terms and conditions contained in or endorsed on this policy. The following paragraphs remain unaltered:

- **Important**
- **Breach of Term**
- **Terms not relevant to the actual loss**

#### [ COVEX ] - General Exclusions - Coronavirus

The following is added to the General Exclusions at the back of your policy booklet.

3. We will not provide cover for any claim in any way directly or indirectly caused by, resulting from or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence:
    - a. Any Coronavirus (including but not limited to SARS-CoV, SARS-CoV-2 and MERS-CoV) or any disease caused by any Coronavirus (including but not limited to Severe Acute Respiratory Syndrome, COVID-19 and Middle East Respiratory Syndrome);  
or
    - b. Any mutation or variation of any virus or disease listed under 1 above, or any other disease by any such mutated or varied virus,  
including, without limitation to the scope of the foregoing:
      - i. Any measures taken by any governmental, public or other authority or any other person for the prevention, suppression, mitigation, cleaning or removal of any virus or disease referred to in a. or b. above,  
or
      - ii. Any fear or threat of a. , b. or i. above.
- However, this Policy Exclusion does not apply in respect of the following Sections when insured by this policy
- a. Employers' Liability
  - b. Public and Products Liability
  - c. Fidelity Guarantee
  - d. Officials Indemnity
  - e. Personal Accident

#### [ FIREWORKS\_23 ] - Firework Displays & Bonfires

If in relation to any claim for Damage to the Property Insured You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim. You must ensure in connection with firework displays or bonfires organised by You that,

1. You consult the relevant authorities at least seven days before the event
2. You comply with any recommendations or instructions of the
  - a. relevant authorities including the Health and Safety Executive
  - b. fireworks manufacturers
3. You organise the event in accordance with guidance from the Health and Safety Executive
4. fireworks used must be obtained from a company complying with the firework regulations concerning the manufacture and supply of fireworks. All fireworks must be British Standard BS 7114: 1988 and not modified.
5. the display and bonfire must be at least 20 metres away from
  - a. The Premises
  - b. vehicles owned by you
  - c. flammable or other Dangerous Substances as defined in The Dangerous Substances and Explosive Atmospheres Regulations 2002 and all combustible materials

**[ GDPRCLP ] - Data Protection Act wording amendment (CLP)**

**Part C Section 10 Legal Expenses**

The Data Protection clause is restated as follows

**2. Legal defence**

**B. Data Protection**

1. The **Insurer** will defend the legal rights of an **Insured Person** following civil action taken against the **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. The **Insurer** will also pay any compensation award made against the **Insured Person** 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.
2. The Insurer will represent the **Insured** in appealing against the refusal of the Information Commissioner to register the **Insured's** application for registration or alteration of registered particulars or an appeal against an Enforcement Deregistration or Transfer Prohibition Notice.

Provided that at the time of the insured incident, the **Insured** is registered with the Information Commissioner in respect of Contingency 2B a)



**[ GDPRELPL ] - Data Protection Act wording amendment (EL/PL)**

4. Data Protection Act

The indemnity provided by this Extension is on a "claims made" basis

Under this Extension the **Insurer** will indemnify the **Insured** and if the **Insured** so requests any **Person Entitled to Indemnity** in respect of their liability to pay

- a. compensation in respect of damage or distress arising under Section 13 of the Data Protection Act 1998 or under Article 82 of the General Protection Regulation(Regulation(EU) 2016/679)under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing and defence costs and expenses incurred with the consent of the **Insurer**
- b. defence costs incurred with the consent of the Insurer in relation to a 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

The maximum We will pay for all claims happening during any one period of Insurance is £1,000,000

Provided that

- a. Item a) of this Extension shall not apply
  - i) in respect of Section 3 Employers' Liability to such damage or distress that is not suffered by an **Employee**
  - ii) in respect of Section 4 Public and Products Liability to such damage or distress that is suffered by an **Employee**
  - iii) to the extent that an indemnity is provided elsewhere in this **Policy**
- a. Item b) of this Extension shall not apply
  - i) in respect of Section 3 Employers' Liability where the infringement leading to the prosecution does not relate to the personal data of an **Employee**
  - ii) in respect of Section 4 Public and Products Liability where the infringement leading to the prosecution relates to the personal data of an **Employee**
- a. this Extension is subject to the Insured having registered in accordance with the terms 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
- b. any claim for compensation is first made or prosecution first brought against the **Insured** during the **Period of Insurance**
- c. this Extension will not apply in respect of
  - i. the payment of fines or penalties
  - ii. the cost of replacing reinstating rectifying or erasing any data
  - iii. claims which arise out of circumstances notified to previous insurers or known to the Insured at inception of this **Policy**

#### [ IL001 ] - Index Linking

**Sums Insured** and/or Declared Values will be adjusted to take into account movements in the appropriate index and renewal premiums will be based on the adjusted **Sums Insured** and/or Declared Values.

For **Contents** and other **Property** specifically described in the **Schedule** (other than **Stock**), the Retail Price index (or some other suitable index **the Insurers** decides upon) will be used.

The above percentage changes will continue to be applied between the date of any damage and the date when replacement or repair has been completed.

#### [ KEYPERSONS ] - Key Persons

Two - Business Interruption:

The **Insurer** will indemnify the **Insured** against;

1. death of the **Insured's Clerk, Deputy Clerk, Grounds Man or Deputy Grounds Man** or total and permanent disablement of the **Insured's Clerk, Deputy Clerk, Grounds Man or Deputy Grounds Man** which prevents them from attending to their normal occupation,
2. injury caused by accidental and violent means of **Insured's Clerk, Deputy Clerk, Grounds Man or Deputy Grounds Man**
3. illness of the **Insured's Clerk, Deputy Clerk, Grounds Man or Deputy Grounds Man**

We will only pay the additional costs and/or expenses necessarily and reasonably incurred solely to prevent limitation of the normal activities undertaken by the **Insured** which but for such additional costs and/or expenses would have taken place. The liability of the Insurer under this extension shall not exceed a maximum of £500 per week, and £10,000 in any one **Period of Insurance**.

In the event of a claim under this Extension the **Insured** must supply the following documentary evidence at their own expense;

1. Confirmation of the dates of period of absence being claimed for including the date the absence commenced and the date the Key Person resumed their duties on behalf of The **Insured**
2. Receipts and bills in whichever form We may require substantiating the costs of the services incurred

and or the persons employed to replace **Insured's Clerk, Deputy Clerk, Grounds Man or Deputy Grounds Man** during their period of absence

Exclusions to this extension

We will not make payment under this Extension where

1. the Accidental Bodily Injury to or illness of the **Insured's Clerk, Deputy Clerk, Grounds Man or Deputy Grounds Man** is directly or indirectly caused by or results from:
  - (a) 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 this policy;
  - (b) the **Insured's Clerk, Deputy Clerk, Grounds Man or Deputy Grounds Man** 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) pregnancy or any condition connected with pregnancy or childbirth
  - (d) any criminal act by the **Insured** or the **Insured's Clerk, Deputy Clerk, Grounds Man or Deputy Grounds Man**
2. any period of absence lasts less than 14 days injury or illness must exceed a period of 14 days

**[ PL002\_23 ] - Skateboard Parks**

If in relation to any claim you have failed to fulfil any of the following conditions, You will lose Your right to indemnity payment for that claim. You must ensure that in connection with skateboard parks

1. all structures including the skating surfaces
  - a. are manufactured and installed to the appropriate standard and maintained in good condition
  - b. are inspected by a competent person at least weekly and
    - i. all defects or risks to health or safety immediately rectified, or
    - ii. the structure taken out of use
2. You will erect where necessary suitable signs detailing any information that is necessary for the safe use of the facility and clearly stating any restrictions on its use
3. You will determine where supervision is necessary and ensure that it is provided whenever the facilities are in use.

We will not provide indemnity in respect of Bodily Injury to persons taking part in activities in the Skateboard Park unless caused by defects in the structure

**[ PL003\_23 ] - Injury to Participants Exclusion**

We will not provide indemnity in respect of Bodily Injury to persons taking part in activities on skateboard ramps, zip wires and/or BMX tracks, unless caused by defects in such structure

**[ PL004\_23 ] - Playgrounds and Amusement Devices**

1. If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must ensure that in connection with playground and amusement devices

- a. all equipment, devices and facilities, including sand pits and paddling pools
    - i. are manufactured and installed to the appropriate standard and maintained in good condition.
    - ii. are inspected, by a competent person, at least weekly and
      - all defects or risks to health or safety immediately rectified, or
      - the structure taken out of use
  - b. You will erect where necessary suitable signs detailing any information that is necessary for the safe use of the equipment device or facility and clearly stating any restrictions on its use.
  - c. You will determine where supervision is necessary and ensure that it is provided whenever the play equipment device or facilities are in use.
2. We will not provide indemnity in respect of the operation of mechanically powered passenger carrying amusement devices or inflatable devices.

Long Term Undertaking - Expiry Date 30 September 2027

Reduced Premium

In consideration of the reduced premium at which this insurance is written You have agreed to an undertaking to offer at each renewal until the expiry date stated in the Schedule the insurance under this Policy, on the terms and conditions in force at the expiry of each Period of Insurance and to pay the premiums annually it being understood that

- a. We shall be under no obligation to accept an offer made in accordance with this undertaking
- b. The Sums Insured or Limits of Indemnity may be reduced at any time to correspond with any reduction in value or business.

The above -mentioned undertaking applies to any policy or policies which may be issued by Us in substitution for this Policy.

Local Council Awards Scheme (LCAS) Status

The Local Council Awards Scheme has not been attained.

## Important Information

### Data Protection – Privacy Notice

#### Personal Information

We collect and use personal information about you so that we can provide you with a policy that suits your insurance needs. This notice explains the most important aspects of how we use your information but you can get more information about the terms we use and view our full privacy policy at [www.aviva.co.uk/privacypolicy](http://www.aviva.co.uk/privacypolicy) or request a copy by writing to us at Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester LE7 1PD.

The data controller responsible for this personal information is Aviva Insurance Limited as the insurer of the product. Additional controllers include Clear Insurance Management Ltd, who are responsible for the sale and distribution of the product, and any applicable reinsurers.

#### Personal information we collect and how we use it

We will use your personal information:

- to provide you with insurance: we need this to decide if we can offer insurance to you and if so on what terms and also to administer your policy, handle any claims and manage any renewal,
- to support legitimate interests that we have as a business: we need this to manage arrangements we have with reinsurers, for the detection and prevention of fraud and to help us better understand our customers and improve our customer engagement (this includes marketing, customer analytics and profiling),
- to meet any applicable legal or regulatory obligations: we need this to meet compliance requirements with our regulators (e.g. Financial Conduct Authority), to comply with law enforcement and to manage legal claims, and
- to carry out other activities that are in the public interest: for example we may need to use personal information to carry out anti-money laundering checks.

As well as collecting personal information about you, we may also use personal information about other people, for example family members you wish to insure on a policy. If you are providing information about another person we expect you to ensure that they know you are doing so and are content with their information being provided to us. You might find it helpful to show them this privacy notice and if they have any concerns please contact us in one of the ways described below.

The personal information we collect and use will include name, address and date of birth, financial information and details of your business and property. If a claim is made we will also collect personal information about the claim from you and any relevant third parties. We may also need to ask for details relating to the health or any unspent offences or criminal convictions of you or somebody else covered under your policy. We recognise that information about health and offences or criminal convictions is particularly sensitive information. Where appropriate, we will ask for consent to collect and use this information.

If we need your consent to use personal information, we will make this clear to you when you complete an application or submit a claim. If you give us consent to using personal information, you are free to withdraw this at any time by contacting us – refer to the "Contacting us" details below. Please note that if consent to use information is withdrawn we may not be able to continue to provide the policy or process claims and we may need to cancel the policy.

Of course, you don't have to provide us with any personal information, but if you don't provide the information we need we may not be able to proceed with your application or any claim you make. Some of the information we collect as part of this application may be provided to us by a third party. This may include information already held about you and your business and property within the Aviva group, including details from previous quotes and claims, information we obtain from publicly available records, our trusted third parties and from industry databases, including fraud prevention agencies and databases.

#### Credit Searches

To ensure the Insurer has the necessary facts to assess your insurance risk, verify your identity, help prevent fraud and provide you with our best premium and payment options, the Insurer may need to obtain information relating to you at quotation, renewal and in certain circumstances where policy amendments are requested. The Insurer or their agents may:

- undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossession(s)). Similar checks may be made when assessing claims,
- carry out a quotation search from a credit reference agency (CRA) which will appear on your credit report and be visible to other credit providers. It will be clear that this is a quotation search rather than a credit application.

The identity of our CRA and the ways in which they use and share personal information, are explained in more detail at [www.callcredit.co.uk/crain](http://www.callcredit.co.uk/crain).

#### Automated decision making

We carry out automated decision making to decide whether we can provide insurance to you and on what terms, deal with claims or carry out fraud checks. In particular we use an automated underwriting engine to provide on-line quotes, using the information we have collected.

## **How we share your personal information with others**

We may share your personal information:

- with the Aviva group, our agents and third parties who provide services to us, and your intermediary and other insurers (either directly or via those acting for the insurer such as loss adjusters or investigators) to help us administer our products and services,
- with regulatory bodies and law enforcement bodies, including the police, e.g. if we are required to do so to comply with a relevant legal or regulatory obligation,
- with other organisations including insurers, public bodies and the police (either directly or using shared databases) for fraud prevention and detection purposes,
- with reinsurers who provide reinsurance services to Aviva and for each other. Reinsurers will use your data to decide whether to provide reinsurance cover, assess and deal with reinsurance claims and to meet legal obligations. They will keep your data for the period necessary for these purposes and may need to disclose it to other companies within their group, their agents and third party service providers, law enforcement and regulatory bodies.

Some of the organisations we share information with may be located outside of the European Economic Area ("EEA"). We'll always take steps to ensure that any transfer of information outside of Europe is carefully managed to protect your privacy rights. For more information on this please see our Privacy Policy or contact us.

## **Marketing**

We may use personal information we hold about you across the Aviva Group to help us identify and tailor products and services that may be of interest to you. We will do this in accordance with any marketing preferences you have provided to us. We may continue to do this after your policy has ended.

If you wish to amend your marketing preferences please contact us:

By phone: 01603 622200 or +44 1603 604999 (from abroad)

By email: [helpdesk@aviva.co.uk](mailto:helpdesk@aviva.co.uk)

By Post: Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester, LE7 1PD

To see how you can change your preferences in MyAviva or view your choices for online advertising visit our full Privacy Policy at [www.aviva.co.uk/privacypolicy](http://www.aviva.co.uk/privacypolicy)

## **How long we keep your personal information for**

We maintain a retention policy to ensure we only keep personal information for as long as we reasonably need it for the purposes explained in this notice. We need to keep information for the period necessary to administer your insurance and deal with claims and queries on your policy. We may also need to keep information after our relationship with you has ended, for example to ensure we have an accurate record in the event of any complaints or challenges, carry out relevant fraud checks, or where we are required to do so for legal, regulatory or tax purposes.

## **Your rights**

You have various rights in relation to your personal information, including the right to request access to your personal information, correct any mistakes on our records, erase or restrict records where they are no longer required, object to use of personal information based on legitimate business interests, ask not to be subject to automated decision making if the decision produces legal or other significant effects on you, and data portability. For more details in relation to your rights, including how to exercise them, please see our full privacy policy or contact us – refer to the "Contacting us" details below.

## **Contacting us**

If you have any questions about how we use personal information, or if you want to exercise your rights stated above, please contact our Data Protection team by either emailing them at [dataprt@aviva.com](mailto:dataprt@aviva.com) or writing to the Data Protection Officer, Level 4, Pitheavlis, Perth PH2 0NH.

If you have a complaint or concern about how we use your personal information, please contact us in the first instance and we will attempt to resolve the issue as soon as possible. You also have the right to lodge a complaint with the Information Commissioners Office at any time.

## **Fraud Prevention and Detection**

In order to prevent and detect fraud we may at any time

- Share information about you with other organisations and public bodies including the Police
- Undertake credit searches and additional fraud searches
- Check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this to prevent fraud and money laundering.

We can supply on request further details of the databases we access or contribute to. If you require further details please contact us.

Policy Investigation Unit, Aviva, Cruan Business Centre, Westerhill Business Park, 123 Westerhill Road, Bishopbriggs, Glasgow, G64 2QR. Telephone: 0345 300 0597. Email [PIUUKDI@AVIVA.COM](mailto:PIUUKDI@AVIVA.COM)

We and other organisations may also search these agencies and databases to

- Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies
- Check your identity to prevent money laundering, unless you provide us with other satisfactory proof of identity.
- Check details of job applicants and employees.

### **Claims History**

- Under the conditions of your policy you must tell us about any Insurance related incidents (such as fire, water damage, theft or an accident) whether or not they give rise to a claim. When you tell us about an incident we will pass information relating to it to a database.
- We may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

You should show these notices to anyone who has an interest in the insurance under the policy.

### **Complaints Procedure**

We hope that you will be very happy with the service that we provide. However, if for any reason you are unhappy with it, we would like to hear from you.

In the first instance, please contact your insurance adviser or usual Aviva point of contact.

Aviva are covered by the Financial Ombudsman Service. If you have complained to us and we have been unable to resolve your complaint, you may be entitled to refer it to this independent body. Following the complaints procedure does not affect your right to take legal action.

If you have taken a product out with us online or by telephone you can also use the European Commission's Online Dispute Resolution for logging complaints. To use this service the European Commission has also provided an Online Dispute Resolution Service for logging complaints. To use this service please go to: <http://ec.europa.eu/odr>

### **Financial Services Compensation Scheme**

Aviva are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if they cannot meet their obligations, depending on the type of insurance and circumstances of your claim. Further information about the compensation scheme arrangements is available from the FSCS ([www.fscs.org.uk](http://www.fscs.org.uk))

### **Choice of Law**

The appropriate law as set out below will apply unless you and the insurer agree otherwise.

1. The law applying in that part of the United Kingdom, Channel Islands or Isle of Man in which you, the policyholder, normally live or (if applicable) the first named policyholder normally lives, or
2. In the case of a business, the law applying in that part of the United Kingdom, Channel Islands or Isle of Man where it has its principal place of business, or
3. Should neither of the above be applicable, the law of England and Wales will apply.

### **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.

### **Material Circumstances**

IMPORTANT – This policy is a legal contract

Please remember that you must make a fair presentation of the risk to us. This means that you must:

1. disclose to us every material circumstance which you know or ought to know or, failing that, sufficient information to alert us that we need to make further enquiries; and
2. make such disclosure in a reasonably clear and accessible manner; and
3. ensure that, in such disclosure, any material representation as to a: (a) matter of fact is substantially correct; and (b) matter of expectation or belief is made in good faith.

A material circumstance is one that is likely to influence an insurer in the acceptance and assessment of the application. You must also make a fair presentation to us in connection with any variations, e.g. changes you wish to make to your policy. If you fail to make a fair presentation of the risk then this could affect the extent of cover provided or could invalidate your policy, so if you are in any doubt as to whether a circumstance is material then it should be disclosed to us.

Disclosures should be specific and made in a reasonably clear and accessible manner. We will not be deemed to have knowledge of any information generally referred to (for example the contents of company websites listed in the risk presentation) or any matter not expressly drawn to our attention.

Each renewal invitation is made on the basis of the information we have at the time it is issued. We may revise or withdraw it if, before the date your renewal takes effect, any event occurs that gives rise to a claim or alters the material circumstances under this insurance, even if we are notified after your renewal date.

A specimen copy of the policy wording is available on request. You should keep a record (including copies of letters) of all information supplied to us for the purposes of the renewal of this insurance. A copy of the completed application will be supplied on request within a period of three months after its completion..

### **Claims since inception of this policy**

Any claim which has been reported to Insurers under this policy is deemed to have been included in this Statement of Facts and does not need to be separately shown within the claim section of this document.