

Policy Holder: Abertillery & Llanhilleth Community Council

Policy Number: YLL-2720845083

Renewal Date: 11 July 2022

Thank you for insuring Abertillery & Llanhilleth Community Council with us for the past year. Your policy is due for renewal and your renewal premium is £785.48 including tax Your renewal documents and invoice are now available to view on your online account <u>HERE.</u> It's important that you read the following documents carefully:

- * Schedule of Insurance
- * Select for Local Councils Policy Document
- Notice to Policy Holders (which explains key changes to your cover this year)

To ensure your cover continues, please pay your renewal premium by 11 July 2022. Full details on how to pay can be found on your invoice

If your premium is over £500.00, a Long Term Agreement is available. If you would like more information or you need to make any changes to this policy, please do get in touch

Mr Robert Henke

Customer Account Manager

0800 917 9531

renewals.team@uk.zurich.com

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Authority and with deemed variation of permission. Subject to regulation by the Financial Conduct Authority and limited



Mr Steve Edwards
Abertillery & Llanhilleth Community Council
Council Offices
Mitre Street
ABERTILLERY
Blaenau
Gwent
NP13 1AE

Select for Local Councils Policy Schedule

This insurance policy, which meets your demands and needs, has been based on the latest information obtained from you. The Policy, the Policy Schedule, any Certificates of Insurance and Endorsements form one document and should be read together. This Schedule replaces any previous Schedule.

Policy Number YLL-2720845083

Insured Abertillery & Llanhilleth Community Council

Business Parish / Town Council

Period of Insurance

From 11th July 2022 To 10th July 2023 and any other period for which cover has been agreed.

Renewal Premium £ 785.48

Premiums are inclusive of Insurance Premium Tax and/or VAT as appropriate.

Schedule Number 99579255

Long Term Agreement: Not Applicable

Preparation Date 03rd May 2022

Prepared by Mr Robert Henke

Policy Form Reference MLAACE06

Policy Cover Declaration:

You, the Insured, are not aware of any known losses or events that could give rise to a claim, or circumstances that would be prejudicial to us, the Insurer, should the basis of cover on the below given insurance product (s) be changed.

This is important information, please read it carefully and check that the facts given about you are correct and that we have included all the covers that you require. We are unable to give you advice so it is your responsibility to check the cover is correct for your organisation.

Doc. No.ZTS160910.4 Page **1** of 14



Important information

Taking reasonable care

We require that you take reasonable care in managing your activities. Where appropriate this requires you to do the following:

- Keep written risk assessments for your key activities
- Keep written records of your staff and volunteer training. For example, manual handling training, or for use of tools and machinery
- Abide by any rules, guidelines or advice that is given to you by any relevant authority, such as a Local Authority, or the Health and Safety Executive

We want you to be confident about your insurance and understand what is required of you. Please contact us if you have any questions relating to the above.

Doc. No.ZTS160910.4 Page **2** of 14



Lines of Cover applying

Doc. No.ZTS160910.4 Page **3** of 14



Part C – All Risks Table Headings

Contents (a) Furniture, fixtures, fittings and tenants improvements

Contents (b) Other Contents and consumable stock not specified below including printed books and

unused stationery

Contents (c) Computer Equipment, other office equipment and sports equipment

Contents (d) Televisions, audio-visual and photographic equipment (excluding videos), beer, wine,

spirits, tools and gardening equipment

Contents (e) Tobacco

Contents (f) Camcorders, videos and gaming machines

Contents (g) Civic Regalia

Additional Items:

Where no premises address is shown, the item is not based at one location and cover is provided anywhere within the **territorial limits**.

| Item Description | Sum Insured | Excess |
|-------------------------------|-------------|--------|
| War Memorial | £81,149.19 | £250 |
| Old Chain of Office | £4,637.10 | £250 |
| Chairmans Chain of Office | £4,057.46 | £250 |
| Office Contents | £4,057.46 | £250 |
| Wall Tapestry | £3,825.61 | £250 |
| Audio Loop | £6,642.65 | £250 |
| Furniture in Chairmans Office | £3,477.83 | £250 |
| Defibrillators | £11,198.82 | £100 |
| Wooden sleigh and reindeer | £163.91 | £100 |

The excess stated applies to each and every loss.

Operative Endorsements: 1, 2, 3 & 7 (please refer to the Endorsement section of the policy wording)

Doc. No.ZTS160910.4 Page 4 of 14



Part D - Money

| Limit a | ny one | e loss |
|---------|--------|--------|
|---------|--------|--------|

1. Loss of Non-Negotiable Money in the situations specified in items 2(a), 2(b), 2(c)(i) £250,000 and 2(c)(ii):

2. Loss of other Money:

(a) in transit in the custody of any **Member** or **Employee** or in transit by registered £5,000 post (limit £250), or in a Bank Night Safe

(b) in the private residence of any **Member** or **Employee** £500

(c) in the **premises**

(i) in the custody of or under the actual supervision of any **Member** or £5,000 **Employee**

(ii) in locked safes or strongrooms £5,000

(iii) in locked receptacles other than safes or strongrooms £250

Excess: £50 each and every loss

Personal Accident Assault Limits: Stated in Section 3(c) of the policy wording

Operative Endorsements:

1.In respect of **Section 1 – Special Definitions**, the definition of Person Insured is extended to include any person between the ages of 16 and 90.

Doc. No.ZTS160910.4 Page 5 of 14



Part E - Public Liability

Limit of Indemnity: £12,000,000

Excess: £100 each and every claim in respect of Section 2(d)(ii)

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

With effect from 01 July 2009 or the inception of the policy if later, 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

Doc. No.ZTS160910.4 Page 6 of 14



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**.

Doc. No.ZTS160910.4 Page 7 of 14



| Part G – Employers Liability | |
|------------------------------|-------------|
| Limit of Indemnity: | £10,000,000 |
| Operative Endorsements: | |
| None | |

Doc. No.ZTS160910.4 Page 8 of 14



Part H – Libel and Slander

Sum Insured £250,000

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

Operative Endorsements

None

Doc. No.ZTS160910.4 Page 9 of 14



Part N - Fidelity Guarantee

Persons Guaranteed: Sum Guaranteed

All members and employees £250,000

Excess: £100 each and every loss

Part O - Personal Accident

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

Persons Insured:

Employees

 Capital Sum
 £50,000.00

 Weekly Sum
 £200.00

Cover Sections 2 and 3 - Accident and Assault Cover

Directors/Councillors

 Capital Sum
 £50,000.00

 Weekly Sum
 £200.00

Cover Sections 2 and 3 - Accident and Assault Cover

Operative Endorsement:

1) Special Condition 4 of Section 5 is inoperative provided always that the **insurer** will not make any payment of any benefit or in respect of any expense or loss arising from any Person Insured who has attained the age of 90 years unless such expense or loss arises during the period of insurance during which the Person Insured attains the age of 90

Doc. No.ZTS160910.4 Page 10 of 14



Part P – Legal Expenses

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

Doc. No.ZTS160910.4 Page 11 of 14



General Notes

1. Fair presentation of the risk

You must make a fair presentation of the risk to us at inception, renewal and variation of your policy. This means that we must be told about all facts and circumstances which may be material to the risks covered by the policy and that you must not make a misrepresentation to us about any material facts. As part of your duty of fair presentation, you must ensure that the information detailed within the schedule is correct and complete. A material fact is one which would influence the acceptance or assessment of the risk. If you have any doubt about facts considered material, it is in your interests to disclose them to us.

Failure to make a fair presentation of the risk could result in the policy either being avoided, written on different terms or a higher premium being charged, depending on the circumstances surrounding the failure to present the risk fairly.

This policy is compliant with the principles of the Insurance Act 2015 law reforms. It also incorporates an 'opt out' which has the aim to promote good customer outcomes. We have opted-out of the 'proportionate reduction of claim remedy' available to insurers under the Insurance Act 2015. This means that in cases of non-disclosure or misrepresentation which are neither deliberate nor reckless, if we would have charged an additional premium had we known the relevant facts, we will charge that premium and pay any claims in full rather than reducing claims payments in proportion to the amount of premium that would have been charged.

We believe that our 'additional premium approach' should, in most situations, be more favourable to our customers when compared to the proportionate reduction of claim remedy. Our additional premium approach does not affect our right to apply the other remedies available under the Act for non-disclosure or misrepresentation.

2. Cancellation

All insurance policies run for a fixed period of time. The Insured can terminate an insurance contract verbally or in writing at any time by calling 0800 917 9531 or emailing Customers.team@uk.zurich.com. Zurich may cancel the policy by giving 30 days' notice in writing. In such an event the insured will be entitled to a return of premium in respect of the unexpired portion of the period of insurance.

If you cancel your policy before the start date, you will be entitled to a full refund of premium. If you cancel within 14 days of the start date, you will be entitled to a full refund of premium, providing no claim has been made. After 14 days, if no claim has been made, we may offer a full or partial refund, depending on the time the policy was on risk and the circumstances at the time of the cancellation request. Please note, a cancellation charge of £50 may be applied.

3. Bonus and fee structure

Employees and businesses who work for ZIP UK are remunerated in various different ways for selling insurance contracts. Employees receive a basic salary and also receive a bonus based on a number of factors, including the achievement of sales and quality targets. Businesses which work for the insurer on an outsourced basis receive a fee and also additional payments based on a number of factors, including the achievement of sales and quality targets.

Doc. No.ZTS160910.4 Page 12 of 14



Claims contact information

If you need advice on a claim, it is important that you speak to the appropriate specialist. Claims specialists are available to discuss your cover and advise you on how to make a claim. Their contact details are:

| Type of Claim | Claims | Claims co | ntact details |
|--|---------------------|--------------|---|
| | team | | |
| Buildings, contents including "All Risks" Items | | Tel: | 0800 028 0336 |
| Business interruption | Property | Email: | farnboroughpropertyclaims@uk.zurich.com |
| Money | Claims | | 7 |
| Works in progress | | Address: | Zurich Municipal Property Claims, Zurich Financial Services, PO Box 3303, Interface Business Park, Swindon, SN4 8WF |
| Public liability | | Tel: | 0800 876 6984 |
| Employers liability | | | |
| Personal assault under Money | | Email: | fnlc@uk.zurich.com (new claims) |
| Personal accident | | | zmflc@uk.zurich.com (subsequent correspondence) |
| Financial and administrative liability | Liability | | (Subsequent correspondence) |
| Professional negligence | Claims | Address: | Zurich Municipal Casualty Claims, Zurich House, 1 Gladiator |
| Hirers liability | | | Way, Farnborough, Hampshire, GU14 6GB (DX 140850, |
| Fidelity guarantee | | | Farnborough 4) |
| Libel and slander | | | |
| Engineering insurance | | | |
| Engineering – Deterioration of stock | | | |
| Business travel | | | |
| Motor | | Tel: | 0800 916 8872 (new motor claims) |
| | | | 0800 232 1913 (customer damage) |
| | Motor Claims | Email: | zmmotorclaimsoffice@uk.zurich.com |
| | Ciaiiiis | | ZITITIOTOTCIUMISOTTICC @ UK.ZUTICH.COM |
| | | Address: | Zurich Municipal Motor Claims, PO Box 3322, Interface |
| | | | Business Park, Swindon, SN4 8XW |
| Legal Expenses | DAS Legal Claims | Tel: | 0117 934 2116 (Switchboard) |

General claims procedure

This is a description of the general claims procedure you will need to follow:

- 1. Contact the relevant claims office, to notify the claim
- 2. If necessary, a claim form will be sent out to you for completion, or you will be asked to send details in writing
- 3. In the event of uncertainty, please call the relevant office for guidance.
- 4. Out of hours/Emergency Property losses please contact 0800 028 0336
- 5. Track open claims on-line at: https://www.zurich.co.uk/municipal/existing-customers

Doc. No.ZTS160910.4 Page **13** of 14



DAS Head and Registered Office:

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DAS Law Limited Head and Registered Office:

DAS Law Limited | North Quay | Temple Back | Bristol | BS1 6FL
Registered in England and Wales | Company Number 5417859 Website: www.daslaw.co.uk
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Doc. No.ZTS160910.4 Page 14 of 14

Notes

The Committee's responsibilities include "To ensure that the Council has appropriate insurance cover in place relating to buildings, property, staff, Members, public liability and employers' liability, and to make recommendations to the Council."

The Council carried out a major review of its insurance cover in 2017 when it invited quotes from several insurance companies.

While a number of insurance companies provide policies for local government organisations and other public bodies, Zurich was found to be the only major insurance company that provides a special policy that caters for the needs of community and parish councils.

Consequently, the annual premiums quoted by other insurance companies were, on average, ten times that quoted by Zurich. Insurance quotes were again obtained in 2018 and, again, Zurich provided far-and-away the lowest quote. In subsequent years, the Council has simply renewed its policy with Zurich.

The Committee may wish to consider whether any 'additional items' should be added to the policy and whether the sum insured for each of these items is sufficient. Officers have proposed no amendments to the policy.

The Committee should make a recommendation to the Full Council regarding renewal of its insurance cover with Zurich.



Abertillery and Llanhilleth Community Council (ALCC)

Council Grant Application

(see criteria and process attached before applying)

Name and Address of group, organisation or project:

Abertillery BG RFC, Abertillery Park, Glandwr St, NP13 1TU

Group Contact name: ... Chris Wilkins

Role in the group: ... Chairman

Telephone number: ...07813754281

...chrisjwilkins2@outlook.com

What are the aims of your project?

drama rehearsals once a week. recently hosted party in the park for the Platinum Jubilee and we also host youth junior, youth and senior rugby at the club, and to also promote rugby to all ages and Rugby Club which are currently used to host a variety of community events. We have abilities. Additionally, funds raised would be reinvested back into the facilities of the aim is to raise much needed funds to support the growth and development of mini, The project aim is to host a music event at Abertillery Park on Saturday 30th July. The

and showcasing our amazing park to existing and hopefully new users The music event has the added benefit of bringing an exciting event to Abertillery

residents? How does your project benefit the Abertillery and Llanhilleth area or its

youth rugby but these players come predominantly from Abertillery, Cwmtillery, Six Bells and Llanhilleth. In turn, these teams feed directly into the senior teams. We are The rugby club currently has a wide catchment area, particularly for mini, junior and

the benefits of sport to the general well-being of all individuals. an inclusive club, promoting Rugby to all ages and abilities and we firmly believe in

groups as well as general users of the park. currently used by a variety of users (not just for Rugby) including drama groups, care grandstand. We are run by volunteers and are a-not-profit organisation. The club is We have invested heavily in the redevelopment of the club facility under the

opportunity to experience an exciting event right on their doorstep The music event brings a different use to the park and provides residents an

Approx number of beneficiaries ... 500-1000

Details of project costs:

| £8,264 | C. Total project costs (A + B) TOTAL |
|-------------------|---|
| £1,305 | Sub Total |
| H | |
| £1,305 | Security (8x guards at £15 p/hr) 87 hours |
| Amount (inc.VAT) | B. Costs requested from ALCC |
| £6,959 | Sub Total |
| £450 | Outside bars |
| £250 | dj |
| £529 | St johns |
| £400 | Whole lotta rock |
| £400 | The manicphonics |
| £400 | revamps |
| £1,250 | Oasis experience |
| £3,280 | Stage and PA system |
| Amount (inc. VAT) | A. Project costs met by group (include match funds) |

Is the organisation a:

ase note - there are additional costs (namely portaloos for profit business/other (explain and provide evidence) and fencing) which will be covered by the club Charity/community group/sports club/company/not

Payee name: ... Abertillery BG RFC fields and facilities

Name of person making the application:

Print Name: ... Chris Wilkins

Signed: ...Chris Wilkins

Date: 07/06/2022

Please return this form with any relevant supporting documents (group constitution, financial statements, letters of support etc.) to: Town Clerk, Abertillery and Llanhilleth Community Council, Mitre Street, Abertillery, NP13 1AE or to clerk.alcc@gmail.com

Notes

At its Annual Meeting in May 2020, the Council delegated to the Finance and Grants Committee the responsibility "To scrutinise applications from external organisations for grant funding from the Council for public events, projects and initiatives that do not fall within the remit of any other committee, and to make recommendations to the Full Council."

The Council Grant application from Abertillery BG RFC is for £1,305. The Council's grant-giving criteria state that "The Council will not give a grant of more than £500 to one organisation unless in exceptional circumstances." The application form does not describe any such exceptional circumstances.

The Council's grant-giving criteria also state that "The purpose of Council Grants is to help local communities and organisations improve the well-being of local people. A Council Grant will only be made if there is a clear economic, social or environmental well-being benefit to residents of the ALCC area."

The application form is clear that the purpose of the proposed event is to raise money for the rugby club. The grant requested would be used to pay the salaries of professional security staff at the event. Therefore, it would appear that the proposed grant would bring no direct "economic, social or environmental well-being benefit" for the local community. Even the event itself will have no *direct* benefit for the local community (the event is not being staged in order to bring the local community together; it is being staged in the hope of making a profit for the rugby club).

The Committee should make a recommendation to the Full Council regarding whether the proposed grant should be approved.



Abertillery and Llanhilleth Community Council (ALCC)

Ward Grant Application

(see criteria and process attached before applying)

Name and Address of group, organisation or project:

| Brynithd RFC | |
|---|--|
| Mount pleasa | it tobute |
| Branital NP13 2HN | 13 2HN |
| Group Contact name: | Group Contact name: Daw Gravenor |
| Role in the group: | Treasurer |
| Telephone number: | 01195 214672 |
| Email: | Dawn Graveron 7 @ gmail. com |
| What are the aims of to provide and the devel | What are the aims of the group or project? to provide the facility for commonly get togethers and the development of sport for young people |
| low does the group | low does the group / project benefit the Abertillery and Llanhilleth area or its |
| esidents? provision of s spari inc | esidents? provision of sports facilities and pronotes special inclusion |
| pprox number of be | pprox number of beneficiaries |

Is the organisation a:

profit business/other (explain and provide evidence) Charity/community group/sports club/company/not for

| Amount requested: | 200 00 |
|--------------------|--|
| Payee name: | |
| Name of Councillor | Name of Councillor making the application: |
| Print Name: | Nichoola H=girakti |
| Signed: | Michaela Assirati |
| Date: | 1st June 2022 |

Please return this form with any relevant supporting documents (group constitution, financial statements, letters of support etc.) to: Town Clerk, Abertillery and Llanhilleth Community Council, Mitre Street, Abertillery, NP13 1AE or to clerk.alcc@gmail.com

Notes

Each Member of the Council may propose Ward Grants of up to a total of £200 to community organisations in the community council area.

Traditionally, Ward Grants have been approved by Council without debate. At its Annual Meeting in May 2022, the Council delegated to the Finance and Grants Committee the power "to approve (but not refuse) applications for Ward Grants made by Members".

Although Brynithel RFC is a public limited company, the club's legal construct was adopted to enable it manage and run community facilities. It is a non-profit making organisation run by volunteers, with any financial surplus being reinvested back into the facilities for which the club has responsibility. This is specifically allowed for in the Council's grant-giving criteria.