



# Finance and Governance Committee

**PRESS AND PUBLIC ARE WELCOME TO ATTEND**

**Summons to attend meeting on Wednesday 12<sup>th</sup> June 2019 at 5:15pm  
at the Council Offices, Market Street Carnforth**

- 19042 To appoint Chair and Deputy Chair of the Finance & Governance Committee for the municipal year 2019/2020
- 19043 To receive apologies for absence
- 19044 To receive declarations of interest
- 19045 To consider notes of meeting on Wednesday 8th May 2019 (to follow)
- 19046 To consider items of urgent business
- 19047 To adjourn the meeting for a period of public discussion
- 19048 To consider and approve for renewal annual Insurance Policy (see attached)
- 19049 To consider proposal for Land behind the Shovel Inn
- 19050 To consider proposal for the adoption of a policy for Honorary Freeman of Carnforth and suggested recipient (see attached advice)
- 19051 To consider arrangements for the Local Council Award Scheme review
- 19052 To receive an update on Carnforth Neighbourhood Plan funding
- 19053 To consider draft Payments schedule (to follow)
- 19054 To consider any updates on activities led by Finance & Governance Committee
  - a) CCTV
  - b) Civic Hall – Survey and options appraisal
  - c) External Audit of Annual Governance & Accountability Return

A handwritten signature in black ink, appearing to read 'Robert B. Bailey', with a horizontal line underneath.

**Town Clerk**

**07 June 2019**

**28 Wilson Grove, Heysham, Morecambe, LA3 2PQ**

**Tel: 07846 256 006**

**Email: [clerk@carnforthtowncouncil.org](mailto:clerk@carnforthtowncouncil.org)**

## To Whom It May Concern

**Name of Insured:** Carnforth Town Council

This is to confirm that Carnforth Town Council have in force with this Company until the policy expiry on 31st May 2020 insurance incorporating the following essential features:

**Policy Number:** YLL-2720414993

**Renewal Date:** 1st June 2020

**Limits of Indemnity:**

|                       |  |
|-----------------------|--|
| Public Liability:     | £10,000,000 minimum*<br>any one event  |
| Products Liability:   | £10,000,000 minimum*<br>for all claims in the<br>aggregate during and one<br>period of insurance |
| Pollution Liability:  | As per Products Liability  |
| Official's Indemnity: | As below   |

\*Please refer to your Policy Schedule for your exact Limit of Indemnity

Zurich's Public Liability cover includes financial loss for your councillors. We indemnify them in respect of all sums which you may become legally liable to pay as damages and claimants costs and expenses for financial loss arising as a result of a negligent act or accidental error or omission, alleged or committed.

Whilst other insurers will offer separate officials indemnity; we feel our Public Liability cover offers a bespoke solution for the needs of Parish and Town Councils

**Excess:**

Public Liability/Products Liability/Pollution Liability: £100 each and every claim in respect of Third Party Property Damage

**Indemnity to Principals**

Covers include a standard Indemnity to Principals Clause in respect of contractual obligations.

**Full Policy**

The policy documents should be referred to for details of full cover.

Zurich Insurance plc  
A public limited company  
incorporated in Ireland.  
Registration No. 13460.  
Registered Office:  
Zurich House  
Ballsbridge Park,  
Dublin 4, Ireland.  
UK Branch registered in  
England and Wales  
Registration No. BR7985.  
UK Branch Head Office:  
The Zurich Centre,  
3000 Parkway,  
Whiteley, Fareham,  
Hampshire PO15 7JZ.

Zurich Insurance plc  
is authorised by the Central  
Bank of Ireland and subject  
to limited regulation by the  
Financial Conduct Authority.  
Details about the extent of our  
regulation by the Financial  
Conduct Authority are available  
from us on request.  
These details can be checked  
on the FCA's Financial Services  
Register via their website  
[www.fca.org.uk](http://www.fca.org.uk) or by  
contacting  
them on 0800 111 6768.  
Our FCA Firm Reference  
Number is 203093.

Communications may be  
monitored or recorded  
to improve our service  
and for security and  
regulatory purposes

Mr Bob Bailey  
Carnforth Town Council  
25 Merefell road  
Bolton-Le-Sands  
Carnforth  
LA5 8EX

## Local Council 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-2720414993

Insured Carnforth Town Council

Business Parish / Town Council

Period of Insurance  
From 01<sup>st</sup> June 2019  
To 31<sup>st</sup> May 2020  
and any other period for which cover has been agreed.

Renewal Premium £ 1,440.46

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

Schedule Number 62026511

Long Term Agreement: Not Applicable

Preparation Date 13<sup>th</sup> April 2019

Prepared by Ms Geraldine Twaites

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.

## 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.

## Lines of Cover applying

### PART A – Material Damage

#### 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   |

#### Sums Insured

| Premises Address                              | Buildings Sum Insured | Loss of Rent | Contents (a) | Contents (b) | Contents (c) | Contents (d) | Contents (e) | Contents (f) | Contents (g) |
|---|-----------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| 1. Civic Hall, North Road, Carnforth, LA5 9LJ | £1,000,809.86         | N/A          | £0.00        | £16,030.18   | £0.00        | £0.00        | £0.00        | £0.00        | £0.00        |

#### For Premises: 1

#### Insured Perils applicable to Material Damage : 1-13, 15 & 16

#### Excesses Applicable to Premises 1

The following Excesses apply to each and every loss arising in respect of each and every separate premises:

|                           |      |
|---------------------------|------|
| Accidental Damage         | £100 |
| Theft                     | £100 |
| Malicious Damage          | £250 |
| Storm or Flood            | £250 |
| Escape of Water           | £250 |
| Falling Trees or Branches | £250 |

#### Operative Endorsements: 1, 2, 3, 5, 6, 7, 8 & 9 (see pages 35 - 37)

**PART B – Business Interruption**

| Premises Address | Additional Expenditure | Indemnity Period (Months) | Loss of Data | Indemnity Period (Months) | Loss of Gross Revenue | Indemnity Period (Months) |
|------------------|------------------------|---------------------------|--------------|---------------------------|-----------------------|---------------------------|
| All Premises     | N/A                    |                           | N/A          |                           | £8,000                | 12                        |

**For Premises: 1**

**Insured Perils applicable to Business Interruption : 1-13, 15 & 16**

**Operative Endorsements:**

Section 5 – Special Extensions – 2 is held to be removed and restated as follows:

2. The insurance by this Part is extended to include loss resulting from interruption of or interference with the **business** carried on by the **insured** at the **premises** in consequence of:
- (a) (i) any occurrence of a Notifiable Disease (as defined below) at the **premises** or attributable to food or drink supplied from the **premises**
  - (ii) any discovery of an organism at the **premises** likely to result in the occurrence of a Notifiable Disease
  - (ii) any discovery of a Notifiable Disease within 10 miles radius of the **premises**
  - (b) the discovery of vermin or pests at the **premises**
  - (c) any accident causing defects in the drains or other sanitary arrangements at the **premises** which causes restrictions on the use of the **premises** on the order or advice of the competent local authority
  - (d) any occurrence of murder or suicide at the **premises**.

**Special Provisions**

- (d) 'Notifiable Disease' will mean illness sustained by any person resulting from:

- (i) food or drink poisoning
- (ii) one of the following specified human infectious or human contagious diseases:

|                      |                         |
|----------------------|-------------------------|
| Acute encephalitis   | - Ophthalmia neonatorum |
| Acute poliomyelitis  | - Paratyphoid fever     |
| Anthrax              | - Rabies                |
| Bubonic Plague       | - Relapsing fever       |
| Cholera              | - Rubella               |
| Diphtheria           | - Scarlet fever         |
| Dysentery            | - Smallpox              |
| Legionellosis        | - Tetanus               |
| Legionnaires Disease | - Tuberculosis          |

|                         |                      |
|-------------------------|----------------------|
| Leprosy                 | - Typhoid fever      |
| Leptospirosis           | - Typhus fever       |
| Malaria                 | - Viral hepatitis    |
| Measles                 | - Viral haemorrhagic |
| Meningitis              | - Whooping cough     |
| Meningococcal Infection | - Yellow fever       |
| Mumps                   |                      |

an outbreak of which the competent local authority has stipulated shall be notified to them.

(b) For the purposes of this Special Extension:

- (i) 'Indemnity Period' will mean the period during which the results of the **business** are affected in consequence of the occurrence, discovery or accident beginning with the date from which the restrictions on the **premises** are applied (or in the case of (d) above, with the date of the occurrence) and ending not later than the Maximum Indemnity period thereafter

'Maximum Indemnity Period' will mean 3 months

- (ii) in the event that this Part includes an extension which deems loss, destruction or damage at other locations to be Damage at the **premises** such extension will not apply to this Special Extension.

(c) The **insurer** will not be liable under this Special Extension for:

- (i) loss arising from restrictions on the use of the **premises** in consequence of an emergency prohibition notice or emergency prohibition order being served against the **insured** or the manager of the **premises** in relation to a breach of the Food Safety Act 1990, General Food Regulations 2004 or Food Hygiene Regulations 2006 including any modifications or re-enactment thereto

- (ii) any costs incurred in the cleaning, repair, replacement, recall or checking of **property**.

(d) The **insured** will comply with all issues identified as contraventions arising from a Food Premises Inspection Report within the timescales stated in such report.

(e) The **insured** will notify the **insurer** immediately of any prohibition notice, emergency prohibition notice or emergency prohibition order served against them or the manager of the **premises** in relation to a breach of the Food Safety Act 1990, General Food Regulations 2004 or Food Hygiene Regulations 2006 including any modifications or re-enactment thereto.

(f) The **insurer** will only be liable for the loss arising at those **premises** which are directly affected by the occurrence, discovery or accident and then only for an amount not exceeding £250,000 or the Sum Insured whichever is the lesser.



**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 |
|---|-------------|--------|
| Mayoral Board                           | £416.13     | £100   |
| Computer                                | £347.44     | £100   |
| Bus Shelter - Hawes Hill                | £3,534.31   | £100   |
| Bus Shelter - Highfield Road            | £2,403.34   | £100   |
| Bus Shelter - Lancaster Road/North Road | £4,241.19   | £100   |
| Notice Board - Market Street            | £989.63     | £100   |
| Dog Waste Bins x 4                      | £769.56     | £100   |
| Contents, Furniture and Furnishings     | £12,421.73  | £100   |
| Seats x 3                               | £848.25     | £100   |
| Entrance Stones x 3                     | £1,696.47   | £100   |
| Jubilee Stone                           | £565.48     | £100   |
| Queen Mother Plaque                     | £565.48     | £100   |
| Brass Plaque                            | £241.42     | £100   |
| Bus Shelter - Red Court/Lancaster Road  | £777.55     | £100   |
| Seats - Back Lane and Crag Bank         | £1,096.30   | £100   |
| Seat - Back Lane/Kellett Road           | £558.83     | £100   |
| Seat - Kellet Road Play Area            | £610.83     | £100   |
| Dog Waste Bin                           | £202.73     | £100   |
| Old Mayoral Chain                       | £2,719.03   | £100   |
| Deputy Mayor Jewel                      | £347.44     | £100   |
| New Mayoral Chain - Mayor's Residence   | £2,219.39   | £100   |
| Brass Plaque                            | £191.24     | £100   |

The excess stated applies to each and every loss.

**Operative Endorsements:** 1, 2, 3 & 7 (see pages 35 - 37)

**PART D – Money**

|  | <b>Limit any one loss</b> |
|--|---------------------------|
| 1. Loss of Non-Negotiable <b>money</b> in the situations specified in items 2(a), 2(b), 2(c)(i) and 2(c)(ii):                  | £250,000                  |
| 2. Loss of other <b>money</b> :  |                           |
| (a) in transit in the custody of any member or employee or in transit by registered post (limit £250), or in a Bank Night Safe | £5,000                    |
| (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 employee  | £5,000                    |
| (ii) in locked safes or strongrooms  | £5,000                    |
| (iii) in locked receptacles other than safes or strongrooms  | £500                      |

**Excess:** £50 each and every loss

**Personal Accident Assault Limits:** Stated in Section 3(c) (*see page 38*)

Operative Endorsements:

‘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.’

## **PART E – Public Liability**

**Limit of Indemnity:** £10,000,000

**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

## 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**.

2. Section 14 – Exclusion 2 b) is amended to read as:

exemplary or punitive damages awarded by any Court of Law outside the **territorial limits**.

## 5. Officials Indemnity

Section 3 – Financial Loss

For the purposes of this Section, **employee** is held to include **member**

### PART G – Employers Liability

**Limit of Indemnity:**

£10,000,000

**Operative Endorsements:**

**PART H – Libel and Slander**

**Sum Insured**

£500,000

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

**PART N – Fidelity Guarantee**

|                            |                    |
|----------------------------|--------------------|
| <b>Persons Guaranteed:</b> | <b>Sum Insured</b> |
| 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:**

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

**PART P – Legal Expenses**

The Claims Handling Agent is DAS Legal Expenses Insurance Company Limited.

**Section:**

|  |               |
|--|---------------|
| 3. Employment Disputes and Compensation Awards |               |
| (A) Employment Disputes                        | Operative     |
| (B) Compensation Awards                        | Operative     |
| 4. Legal Defence                               | Operative     |
| 5. Property Protection and Bodily Injury       |               |
| (A) Property Protection                        | Operative     |
| (B) Bodily Injury                              | Operative     |
| 6. Tax Protection                              | Operative     |
| 7. Contract Disputes                           | Not Operative |
| 8. Statutory Licence Protection                | Operative     |
| <b>Limit of Indemnity:</b>                     | £100,000      |

The following is also operative: EPL Extension  
Section 2 (c) shall read:

(c) in civil claims other than claims under Section 3 it is always more likely than not that a Person Insured will recover damages (or obtain any other legal remedy which the **insurer** has agreed) or make a successful defence.

Provisos (i) (1), (i) (2) and (ii) to Section 3 (B) are deleted.



**PART Q – Impact Damage (Street Furniture)**

**Type of Item**

Cenotaph - Market Street

**Sum Insured**

£37,265.17

**Excess:** £100 applicable to each and every Loss

## 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. No refund will legally be due for any unused period of cover outside of the 'cooling off period' for consumer customers or following initiation for organisations and businesses. The Insurer 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.

### 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.

## 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:

| Line of cover                                | Claims team      | Claims contact details |  |
|--|------------------|------------------------|--|
| Buildings, Contents including All Risk Items | Property Claims  | Tel:                   | 01252 387 249<br>(out of hours Emergency: 0800 028 0336)   |
| Business Interruption                        |                  | Email:                 | <a href="mailto:farnboroughpropertyclaims@uk.zurich.com">farnboroughpropertyclaims@uk.zurich.com</a>         |
| Money  |                  | Address:               | Zurich Property Claims, PO Box 3303, Interface Business Park, Swindon, SN4 8WF                               |
| Works In Progress                            |                  |                        |  |
| Public Liability                             | Liability Claims | Tel:                   | 0800 917 7207  |
| Employers Liability                          |                  | Email:                 | <a href="mailto:farnboroughnewliabilityclaims@uk.zurich.com">farnboroughnewliabilityclaims@uk.zurich.com</a> |
| Personal Assault under Money                 |                  | Address:               | Zurich Municipal, Casualty Claims, Zurich House, PO Box 314, 2 Gladiator Way, Farnborough, GU14 6GB          |
| Personal Accident                            |                  |                        |  |
| Professional Negligence                      |                  |                        |  |
| Hirers Liability                             |                  |                        |  |
| Fidelity Guarantee                           |                  |                        |  |
| Libel and Slander                            |                  |                        |  |
| Plant Protection                             |                  |                        |  |
| Engineering – Deterioration of Stock         |                  |                        |  |
| Business Travel                              |                  |                        |  |
| Motor  |                  | Motor Claims           | Tel:   |
|  |                  | Email:                 | <a href="mailto:zmotorclaimsoffice@uk.zurich.com">zmotorclaimsoffice@uk.zurich.com</a>                       |
| Legal Expenses                               | DAS Legal Claims | Tel:                   | 0117 934 2116  |

### 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

Track open claims on-line at: <http://www.zurich.co.uk/municipal/customerbenefits/register.htm>

#### **Zurich Municipal**

Zurich Municipal is a trading name of Zurich Insurance PLC.

A public limited company incorporated in Ireland. Registration No. 13460. Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland.

UK Branch registered in England and Wales Registration No. BR7985. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance PLC is authorised by the Central Bank of Ireland and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our regulation by the Financial Conduct Authority are available from us on request. These details can be checked on the FCA's Financial Services Register via their website [www.fca.org.uk](http://www.fca.org.uk) or by contacting them on 0800 111 6768. Our FCA Firm Reference Number is 203093.

Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

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Certificate of Employers' Liability Insurance(a)

(Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 2008 (the Regulations), a copy of this certificate must be displayed at all places where you employ persons covered by the policy or an electronic copy of the certificate must be retained and be reasonably accessible to each employee to whom it relates).

**Policy No.** YLL-2720414993

**1. Name of policyholder** Carnforth Town Council

**2. Date of commencement of insurance policy** 01/06/2019

**3. Date of expiry of insurance policy** 31/05/2020

Zurich Insurance plc, a public limited company incorporated in Ireland.  
Registration No. 13460.  
Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland.  
UK Branch registered in England and Wales  
Registration No. BR7985.  
UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

We hereby certify that subject to paragraph 2:

1. The policy to which this certificate relates satisfies the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the Island of Jersey, the Island of Guernsey and the Island of Alderney (b)
2. (a) the minimum amount of cover provided by this policy is no less than £5 million (c)

Signed on behalf of Zurich Insurance plc (Authorised Insurer).

Signature



Tulsi Naidu

Chief Executive Officer of Zurich Insurance plc, UK Branch

Authorised by the Central Bank of Ireland and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our regulation by the Financial Conduct Authority are available from us on request

**Notes**

(a) Where the employer is a company to which regulation 3(2) of the Regulations applies, the certificate shall state in a prominent place, either that the policy covers the holding company and all its subsidiaries, or that the policy covers the holding company and all its subsidiaries except any specifically excluded by name, or that the policy covers the holding company and only the named subsidiaries.

(b) Specify applicable law as provided for in regulation 4(6) of the Regulations.

(c) See regulation 3(1) of the Regulations and delete whichever of paragraphs 2(a) or 2(b) does not apply. Where 2(b) is applicable, specify the amount of cover provided by the relevant policy.

## **'HONORARY FREEMAN OF THE TOWN' POLICY**

By virtue of section 249(5) and (6) of the 1972 Act, as amended, the Council can award a 'Title of Dignity' to a person in recognition of significant contributions being made to the local community. Great Aycliffe Town Council may award an 'Honorary Freeman of the Town or Honorary Freewoman of the Town'.

Nominations, by motion, must be made by a serving Town Councillor but the honour is **open to anyone who has served the Town** and who meets the following nomination criteria:

- (i) The nominee has been or is a Town Councillor or Officer.
- (ii) The nominee has made an outstanding contribution, or, rendered eminent service to the Council during their term of office.
- (iii) The nominee has made an exceptional and outstanding contribution to the local community in many ways over a period of 30 years.
- (iv) If a serving Councillor is to be honoured, the end of the current serving term may be used in calculating the 30 years of service.

There is no limit to the number of nominations or holders of the title, but the nature of the nomination criteria means it is unlikely that the honour will be frequently awarded and will therefore remain distinctive.

Once a nomination has been received it will be considered by a Special Meeting of the Full Council. Members may conduct inquiries to verify the merits of a nomination. The motion must be approved by no less than two-thirds of members of the Council present and voting.

Following a resolution by Full Council that an award is justified the title of 'Honorary Freeman of the Town' will be granted by the Town Mayor and the title holder presented with a scroll citing the grounds for the award. The presentation of a scroll would be made by the Mayor at a suitable appropriate event. A picture of the 'Honorary Freeman of the Town' would be placed in the Council Chamber in recognition of such an honour.

Local Government Act s249 extract

(5) Subject as follows, a relevant authority may admit to be honorary freemen or honorary freewomen of the place or area for which it is the authority—

(a) persons of distinction, and

(b) persons who have, in the opinion of the authority, rendered eminent services to that place or area.

(6) In this section “relevant authority” means—

(a) a principal council;

(b) a parish or community council;

(c) charter trustees in England constituted—

(i) under section 246 of the Local Government Act 1972,

(ii) by the Charter Trustees Regulations 1996 (SI 1996/263), or

(iii) under Part 1 of the Local Government and Public Involvement in Health Act 2007.

(7) The power in subsection (5) above is exercisable by resolution of the relevant authority.

(8) A resolution under subsection (7) above must be passed—

(a) at a meeting of the relevant authority which is specially convened for the purpose and where notice of the object of the meeting has been given; and

(b) by not less than two-thirds of the members of the relevant authority (or, in the case of charter trustees, of the trustees) who vote on it.

(9) A relevant authority may spend such reasonable sum as it thinks fit for the purpose of presenting an address or a casket containing an address to a person on whom the authority has conferred the title of honorary freeman or honorary freewoman under subsection (5) above.

(10) The admission of a person as honorary freeman or honorary freewoman does not confer on that person any of the rights referred to in section 248(4) above.】