





Clerk Report May 2025

Insurance Renewal – See separate clerk report below

Internal Audit

The internal audit was carried out by Susan Cook on 30/04/25 with no concerns raised.

Clerk pension set-up with Nest

The clerk's pension has been set up with Nest and NMPC contributions will be paid monthly via direct debit. This has been added to the annual DD & SO list to be authorised in May's meeting.

Borough and County Cllr updates/liaison with the clerk

- Parking at The Denes: DBC Parking manager has arranged for additional parking enforcement visits to the Denes and surrounding area on Fridays.
- Gade Tower Base Station Upgrade: DBC contacted Rosie at Cornerstone to advise her that any
 proposed works to this building will be subject to Building Safety Regulator approval. He also explained
 that Dacorum Borough Council is the Principal Accountable Person, and therefore, would need to
 submit a Gateway 2 planning application to the Regulator. It is felt that the Regulator is unlikely to
 approve anything that overhangs the roofline, especially given the impact on residents.

Relocation of bin from Georgewood Road to The Denes

There is currently an outstanding job for DBC to relocate the bin from Georgewood Road to The Denes, however, it has been noted by RC at DBC that *'it is getting rather cluttered down there.'* We may need an agenda item in June to discuss this.

Dacorum Local Plan Examination

The best way to keep in touch with the progress of the examination is to click on the link below and then on the Latest News and Updates page which will be updated regularly. <u>https://letstalk.dacorum.gov.uk/hub-page/newlocalplan</u>

If you would like further information on the examination process please use the links below to access the following documents issued by the Planning Inspectorate on Local Plan Examinations:-

- Procedural Guidance for Local Plan Examinations
- Planning Inspectorate's short guide to Local Plan Examinations

War memorial and Gardens

The Tommies were put out for VE Day on 01/05. Cllr Maddern reported via email that the grass was overgrown and needed attention on 05/05/25. She asked Cllr. Bailes whether there was a plan from the

management team and that she would try and sort something with DBC if not. The grass was mowed on 06/05 and 07/05 by the maintenance company of the estate.

Defib/Bleed Kit/Library Box

Defib was returned to me on 07/05 in full working order. This has now been placed back at The Denes.

Clerk/ Cllr training/CPD/attendance

None.

Warden Updates

- Fly tipping reported to DBC at Chambersbury Lane garages on 28/04.
- Fly tipping reported to DBC behind The Denes on 30/04.

Further Action List Updates (carried forward from last clerks report)

• Magazine advertising - diary note created for July 2025 to review pricing ready for 2026/27

Correspondence received (please note that this will not include all items dealt with by the clerk) A member of public emailed about the road being resurfaced at the junction of Chambersbury Lane and Georgewood Road, and the white lines not being replaced. They were given the highways portal link for DBC to report concerns.

Kimberley Moore 07/05/2025



Clerk Report Insurance Renewal (May/June 2025)

Clerk Recommendation

That NMPC determines whether they want to renew with Clear Council Insurance brokers, as part of a 3year deal, and whether they want to insure against potential cyber attacks at an additional premium.

Background

In 2023 NMPC negotiated a reduced premium (under long term agreement until 31st May 2026) with Clear Council Insurers. We are now in the third and final year of this agreement and whilst there is no obligation to renew with them, they are a broker who search the market on our behalf for sector specific cover. A 3-year deal entitles us to a reduction in premium and subject to claims, they will not increase the premium rate during the period other than to apply index-linking of the sums insured, adjustments requested by you or an increase to Insurance Premium Tax (an example of adjustment requested could be increasing the sum insured of a building).

Last year our cover, sourced by Clear Council, was with Aviva but the most cost-effective cover this year is with Ecclesiastical. The renewal takes account of our loss of assets (play park/fencing) and an ongoing claim for the signpost (top of Bunkers Lane). Fidelity covers up to £250,000 which is the lowest cover they offer; this comfortably covers NMPC.

The premium has increased from £722.43 to £894.19 and is due to renew on 01/06/25. The detailed schedule of cover has been circulated and below shows the overview of cover.

- Section 1 Property damage √ (Contents: £33,000; Street Furniture: £72,000)
- Section 2 Fine art and collections X
- General covers applying to all locations
- Section 3 Business interruption $\sqrt{(\pounds 20,000)}$
- Section 4 Goods in transit $\sqrt{(\pounds 2,500 \text{ per vehicle})}$
- Section 5 Money with assault extension $\sqrt{}$ (Non-negotiable money £250,000)
- Section 6 Personal accident \checkmark (up to £10,000 per person up to 10 people)
- Section 7 Liabilities \checkmark (£10,000,000)
- Section 8 Reputational risks √ (£25,000)
- Section 9 Hirers' liability X
- Section 10 Trustees' and management liability \checkmark (£500,000)
- Section 11 Legal expenses √ (£250,000)
- Section 12 Fidelity \checkmark (£250,000)
- Section 13 Terrorism X

Cyber Insurance

With an increase in cyber security breaches, SSLC has recommended that councils consider the need for additional cyber insurance. Clear Council offers this at an additional premium of approximately £410 and the schedule of cover can be viewed below.

Annual Budget and Financial Considerations

2024/25-year cost £722.43 with Aviva 2025/26-year cost £894.19 with Ecclesiastical (with additional claim for the sign) Cyber Cover cost £410 Potential cost for 2025/26 = £1304.19 Insurance budget 2025/26 = £1016

Kim Moore Clerk to the Council 5th May 2025



OSR Cyber Insurance Insurance Product Information Document

This insurance is underwritten by Talbot Underwriting Ltd, and has been arranged and has been administered by Optimum Speciality Risk ("OSR"). OSR is a trading name of Independent Broking Solutions Limited which is authorised and regulated by the Financial Conduct Authority with number 312026. Registered address: 150 Minories, London, EC3N 1LS. Registered in England No. 616849.

This document provides a summary of the cover, exclusions and restrictions. The full terms and conditions of this insurance can be found in the policy document which is available on request from your broker. Complete pre-contractual information on the product (terms and conditions of this insurance) is provided in other documents.

What is this type of insurance?

This policy will protect your business from cyber-attack and any liabilities that arise due to a breach of privacy legislation, including but not limited to the Data Protection Act and the General Data Protection Regulations (GDPR). Cover is also provided for Media Liability and Payment Card Industry Fines and Penalties. You have direct access to a 24/7/365 helpline in the event of an incident.



What is insured?

Following a Cyber Event (defined as unauthorised access, an operator error, a denial of service attack or the introduction of any malware, including ransomware) into or against your network or any cloud provider with whom you have a written contract:

- Re-instatement of your data,
- ✓ A specialist IT forensic company to investigate the cause and scope of the Cyber Event.

Following your loss of third party data or a breach of any privacy legislation worldwide (a Data Liability Event) :

- Defence Costs, we will appoint a specialist law firm to defend you,
- A specialist IT forensic company to investigate what data has been compromised,
- Costs to notify data subjects if this is required by legislation or considered necessary to protect your reputation,
- ✓ A Public Relations Company to protect and mitigate any damage to your reputation.

In addition, where this data relates to credit or debit card information:

- Credit monitoring costs for affected individuals,
- Any fines and penalties that you are required to pay by the Payment Card Industry as well as Assessment Costs that includes fraudulent transactions for which you are liable.
- Your legal liability for the transmission of a virus to a third party, or your unknowingly taking part in a denial of service attack.
- Your legal liability for accidentally infringing any copyright or trademark, or any defamation, provided always that this liability is incurred in undertaking your usual business practices.

Optional extension to coverage can be purchased, via the Fund Transfer Fraud:

The reimbursement of financial loss resulting from:

 Theft or unauthorized transfer of your funds by electronic means.



What is not insured?

- Any bodily injury or physical damage. Note that (i) data is not considered to be physical property; (ii) redundant devices as a result of a cyber event are excluded unless the additional Bricking cover is purchased as part of the optional Fund Transfer Fraud/Bricking endorsement).
- Any claims or losses about which you were aware but did not tell us before incepting the policy.
- Any losses attributable to or based upon any intentional, criminal or fraudulent acts committed or condoned by any Principal, Partner or Director of your business.
- Loss of your gross profit caused by a Cyber Event
- Any losses caused by the failure of electricity or telecommunications.
- Any statutory fines, unless these are considered to be insurable at law. Note this does not apply to Payment Card Industry fines and penalties.
- Any losses caused by bankruptcy, insolvency or liquidation of you or your cloud service provider.
- Any losses caused by the loss of media without password or biometric protection (including smartphones, tablets and laptops).
- Any losses caused by a breach of any anti-Spam legislation anywhere in the world.
- Any funds or monies that are transferred to a third party. Unless the optional Fund Transfer Fraud endorsement has been purchased then transfer of funds to an unintended third party on receipt of new, amended or differing instructions.



- Phishing or social engineering resulting in transfer of your funds to an unintended party.
 - Third party funds held in your account being transferred to an unintended party.

Are there any restrictions on cover?

- You are responsible for the excess / retention amount (including the waiting period) as shown on your policy documents.
- Endorsements may apply to your policy. These will be shown in your policy documents.
- Fund Transfer Fraud and Bricking is excluded from the policy, unless purchased as additional coverages

Where am I covered?

1

I.

Your policy will respond to losses anywhere in the world and will also defend you (if necessary) anywhere that an action is taken against you, including the United States and its dependent territories.

What are my obligations?

- Prior to the beginning of the period of insurance or when making changes to your policy, you must give complete and
 accurate answers to any questions you are asked relating to the insurance.
- You must adhere to minimum information technology security requirements, or
- You must tell **Optimum Speciality Risks** as soon as practicable if you become aware of any inaccuracies or changes in the information you have provided to us, whether happening before or during the period of insurance.
- In the event of a suspected damage, loss or potential claim you must contact the helpline number given in your policy.
- You must not admit any liability or enter into any settlements without our prior written consent.
- You must co-operate with us, and any counsel that we may appoint.
- You should take all reasonable steps to prevent further loss or damage.
- Failure to meet your obligations could result in a claim being rejected, a reduction in the amount we pay or the cancellation of your policy

When and how do I pay?

Your broker will advise you of the full details of when and the options by which you can pay.

When does the cover start and end?

- Your period of insurance is given in your policy document and is usually (but not always) of 12 months duration.



How do I cancel the contract?

You may cancel this policy after the fourteen (14) day cooling off period, provided you have not made a claim, you will be entitled to a refund of any premium paid, subject to a deduction for any time for which you have been covered and the administrative cost of providing the insurance.

You may cancel this policy at any time by contacting OSR on +44 (0) 203 675 0910 or at 150 Minories, London, EC3N 1LS or your broker, and such cancellation being effective 10 business days after such notice is received by OSR. In such case, OSR shall refund any unearned premium calculated at pro rata rate of the annual premium, except in the event of a Claim having been notified prior to the date of cancellation whereupon no refund shall be due, unless agreed otherwise by OSR.

This policy may not be cancelled by OSR except for non-payment of the premium, upon expiry of a period of notice of not less than 21 days.