

Summary of Insurances

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SUMMARY OF INSURANCES

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INTRODUCTION

This summary is intended to provide a ready reference to your insurances. Each page provides brief details of cover. But, if you require any further information, contact us. We attach a note of the personnel with special responsibility for your insurances and they will be pleased to offer you every assistance.

CHANGE OF RISK

In the event of any material alteration in risk we should be notified immediately so that insurers are aware of the position. The present terms and conditions of the policies are based on information supplied and, if this is in any way varied, may we please have your prompt advice to ensure that your interests are fully protected.

NOTIFICATION OF CLAIMS

The prompt notification of claims is necessary under all types of insurance and John Pettitt should, therefore, be advised without delay of any incident which is likely to give rise to a claim. This will avoid settlement being prejudiced, or even insurers repudiating the claim, due to late notification. If you are in any doubt, please do not hesitate to consult us.

WARRANTIES

Where specific warranties apply to your Policies, they must be observed.

- INSURED RISKS** : All Risks (including Theft) of physical loss or damage, subject to policy terms and conditions and exclusions
- Cover for Damage as a result of Terrorist Action in Great Britain is restricted to £100,000 per incident for each of the following:
- a. Damage to Buildings
 - b. Damage to Contents and All Other Property
- PRINCIPAL EXCLUSIONS** :
- Faulty or Defective Workmanship
 - Inherent vice, gradual deterioration, wear and tear or frost
 - Fraud/dishonesty
 - Unexplained shortages
 - Mechanical/electrical breakdown
 - Burst pipes, tanks when the premises are empty or disused.
 - Negligent breakdown of Computers.
- PRINCIPAL EXTENSIONS** :
- Minor Contract Works. Limit £1,000,000 per location
 - Refrigerated Stock. Limit £10,000 any one period
 - Additional metered water charges
 - Capital Additions - limit 10% of sum insured or £250,000 whichever is less
 - Subsidence
 - Glass
 - Replacement of locks
 - Damage to property away from School premises
- DEDUCTIBLES** :
- Nil Fire lightning aircraft and explosion, riot and earthquake, Money and Property in Transit.
 - £25 Personal Effects and Refrigerated Stock
 - £1,000 Subsidence
 - £250 All Other Damage
- PRINCIPAL WARRANTIES:**
- Any alarm system to be maintained by approved alarm company and to be fully and effectively operational when the premises are unattended. All changes to the system or in its operation to be notified immediately to insurers.

Business Interruption

**COVER AND
SUM(S) INSURED**

:

Description

1. Increased Cost of Working
2. Gross Revenue from Lettings

BASIS OF COVER

:

First Loss Basis

SUM INSURED

:

£2,500,000

INSURED RISKS

:

Loss of earnings resulting from interruption of the Business at the premises following destruction or damage by:

All Risks of physical loss or damage (as per the Material Damage insurance).

Cover for Fire and Explosion as a result of Terrorist Action in Great Britain is restricted to £100,000 per Premises.

INDEMNITY PERIOD

:

36 months

DEFINITION

:

Increased Cost of Working is the additional expenditure necessarily and reasonably incurred during the Indemnity Period in consequence of damage for the purpose of maintaining the education of the students

**PRINCIPAL
EXTENSIONS**

:

Denial of Access
Public Utilities
Infectious Diseases/Food Poisoning
Accidental & Malicious Erasure of Data

Money

INSURED RISK(S) : 1. Loss of Money from any cause
2. Loss of or damage to any safe or strongroom and employees clothing, arising from theft or attempted theft of money.

PREMISES : As per Material Damage section

LIMIT OF INDEMNITY :

<u>Description</u>	<u>Limits</u>
1 Non-negotiable money	£ 250,000
2 Money on premises not in a safe outside normal hours	£ 350
3 Money at the homes of employees of the School	£ 250
4 Money in unspecified safe during normal hours	£ 1,000
5 Employees Effects	£ 500

TERRITORIAL LIMITS : Great Britain, Northern Ireland, Isle of Man, and Channel Islands or the Republic of Ireland

ESCORT WARRANTY :

£0 to £2,500	one able-bodied person
£2,500 to £5,000	two able-bodied persons
£5,000 to £7,500	three able-bodied persons
£7,500 to £10,000	four able-bodied persons
Over £10,000	by Security Company

PRINCIPAL EXTENSIONS :

1. Damage to safes, strongboxes etc.
2. Personal Accident Assault benefits:
 - a) Death/loss of Limbs/Loss of Eyes and Permanent Total Disablement £25,000
 - b) Temporary Total Disablement £250(per week)
(Limited to a maximum of 104 weeks)

PRINCIPAL EXCLUSIONS :

1. Loss due to dishonesty of an employee not discovered within 7 days.
2. Loss of money from an unoccupied vehicle, during transit by post or from a gaming or amusement machine.

Goods In Transit

- INSURED RISK(S)** : Accidental loss or damage.
- PROPERTY COVERED** : Goods incidental to the business
- TERRITORIAL LIMITS** : Whilst being loaded, unloaded or in transit
- LIMITS OF LIABILITY** : UK - 10% of Material Damage Sum Insured or £250,000
whichever is less
Rest of the world - £50,000
- PRINCIPAL EXCLUSIONS** : Damage to livestock, goods of a dangerous nature, bullion, explosives
- Damage due to wear and tear or defective packing
- Property carried in open vehicles or containers unless adequately protected.
- DEDUCTIBLES** : Nil
- SECURITY WARRANTY** : All vehicle doors and the boot to be locked and other means of access secured when the vehicle is left unattended.
- At any time during the working day no vehicle is to be left unattended for longer than two hours when loaded.
- Outside normal working hours vehicles are to be:
- Garaged in fully enclosed or locked building of substantial construction or garaged under constant supervision in a vehicle security park.

Employers Liability

- INSURED RISK(S)** :
1. Legal liability for bodily injury or disease of employees arising out of and in the course of their employment at the School.
 2. Legal costs and expenses incurred in defence of a claim.
- TERRITORIAL LIMITS:**
1. Great Britain, Northern Ireland, Channel Islands & Isle of Man (including designated areas of the Continental shelf surrounding Great Britain).
 2. Whilst temporarily engaged elsewhere in the world.
- LIMIT OF INDEMNITY** : £10M any one claim
- PRINCIPAL EXTENSIONS** :
1. Own Fire, health and First Aid Services, Sports & Welfare Facilities.
 2. Government or Local Authority Training Schemes.
 3. Health and Safety at Work Act – Legal Defence Costs.
 4. Indemnity to Principals.
 5. Unsatisfied Court Judgements.

Public / Products Liability

INSURED RISK(s) : 1. Legal Liability for bodily injury to or damage to property of third parties arising out of the activities of the School

2. Legal costs and expenses incurred in defence of a claim in addition to the Limits of Indemnity.

TERRITORIAL LIMITS : 1. Great Britain, Northern Ireland, Isle of Man and Channel Islands (including off-shore installations in territorial waters around Great Britain and its Continental Shelf).

2. Elsewhere in the World in respect of products supplied from the premises and non-manual visits.

LIMIT OF INDEMNITY :	<u>Description</u>	<u>Limit of Indemnity</u>
	1 Public Liability (Any one claim)	£50,000,000
	2 Products Liability (Any one claim and in the aggregate in any one year)	£50,000,000
	3 Pollution/Contamination (any one claim and in the aggregate in any one year)	£50,000,000
	4 Contingent Hirers Liability	£ 1,000,000

PRINCIPAL EXTENSIONS :

1. Own Fire, Health and First Aid Services, Sports and Welfare facilities.
2. Government or Local Authority training schemes
3. Indemnity to Principals
4. Defective Premises Act
5. Health and Safety at Work Act- Legal Defence Costs
6. Consumer Protection Act
7. Compensation for Court Attendance -
Governors £500 per day
Employees £250 per day
8. Parent Teacher Associations

PRINCIPAL EXCLUSIONS :

1. Property in the custody or control of the insured.
2. Liability assumed under contract for goods sold or Supplied.
3. Pollution unless caused by a sudden identifiable unintended and unexpected incident.
4. Penalties, fines, punitive damages and the like
5. Products recall
6. Advice etc given for a fee
7. Offshore work

DEDUCTIBLES : £100 in respect of Hirers Liability

Personal Accident

INSURED RISK(S) :

Death	3 x annual salary
Loss of Limb(s) or Eye(s)	3 x annual salary
Permanent Total Disablement	3 x annual salary
Minimum Benefit	£ 35,000
Maximum Benefit	£210,000

INSURED PERSONS : All Staff.

OPERATIVE TIME : Occupational and all School activities, including commuting and whilst on School duties.

TERRITORIAL LIMITS : Worldwide

Terrorism

INSURED RISK(S) : Terrorism, which shall mean any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrowing or influencing of any government de jure or de facto by force or violence.

SUMS INSURED : As per underlying policy.

DEDUCTIBLE : The underlying fire and/or explosion Insurer's retention of:

Buildings	£100,000 any one occurrence
Other Property	£100,000 any one occurrence
Business Interruption	£100,000 any one occurrence

**Governors, Directors & Officers Liability
Professional Liability &
Fidelity Guarantee**

- SUBJECT MATTER :**
1. To pay on behalf of the Insured, loss arising from any claim or claims first made against them and notified to the insurers during the Policy Period by reason of any Wrongful Act by the Insured in the capacity of governor proprietor member of the corporation director officer or trustee of the School Establishment or by the Insured or Employee in the course of their professional activities in connection with the School to the extent that such claim is the personal liability of the Insured.
 2. To pay on behalf of the School, Loss arising from any claim or claims first made during the Policy Period –
 - (a) against the Insured by reason of any Wrongful Act by the Insured in the capacity of governor proprietor member of the corporation director officer or trustee of the School but only when the School shall be required or permitted to indemnify the Insured pursuant to the law or by reason of any indemnity clause in the trust deed constitution or memorandum or articles of association of the School.
 - (b) against the School by reason of any Wrongful Act by the Insured or Employee in the course of professional activities in connection with the School.
 3. To indemnify if the School so requires any Employee in the like manner to the Insured provided always that such persons shall as though they were the Insured observe fulfil and be subject to the terms exclusions limitations and conditions of this Policy.
 4. To pay on behalf of the School, Loss arising from any claim or claims first made against them during the Policy Period arising out of Sections 22 and 23 of the Data Protection Act 1984 and any amendments thereto, provided always that this extension will only apply when the Insured or Educational Establishment has been accepted and registered by the Data Protection Registrar.
 5. To indemnify the Insured if, during the period of insurance, they sustain loss of property as a direct result of a fraudulent act committed by School staff.

INDEMNITY LIMIT : £1,000,000 any one claim and in the aggregate including costs and expenses – **Governors and Officers and Professional Liability**
£100,000 any one claim and in the aggregate including costs and expenses.– **Fidelity Guarantee.**

JURISDICTION : Worldwide excluding USA/Canada

**TERMS/CONDITIONS
LIMITATIONS/
EXCLUSION(S)**

: **Insured shall mean:**

- (a) any person who is or was or shall be a member of the governing body of the School
- (b) any person who is or was an Employee of the School

Employee shall mean:

any person who was or is or may be acting under a contract of service with the School or any volunteer working for the School or any person who is being trained by the School.

Wrongful Act shall mean:

Any alleged or actual breach of duty breach of trust breach of confidentiality unintentional breach or infringement of patent or copyright breach of warranty of undertaking neglect error libel slander misstatement misleading statement omission of other act done or wrongfully attempted.

Any one claim shall mean:

All claims attributable to the same act error or omission or series of acts errors or omissions consequent upon or attributable to the same original cause or source will be regarded as one claim.

Excluding Claims:

1. for death, bodily injury, sickness or disease sustained by any person
2. for any loss damage or destruction of property unless such claim emanates from negligent advice design specification formula or breach of duty owed in a professional capacity by the School.
3. directly resulting from goods or products sold, supplied, hired-out, or manufactured by the School
4. (i) for fines, prosecution costs of penalties of any kind
(ii) for punitive or exemplary damages
5. Date/Data Recognition Exclusion.

INFORMATION : This policy is written on a '**CLAIMS MADE**' basis and it is

imperative that any claims or circumstances which may give rise to a claim being made be advised to Underwriters immediately but always prior to the expiry of the policy period in which the assured became aware of such claim or circumstance.

EXCESS(ES)

: Nil