

# School Insurances

Policy wording  
May 2014



**Nottinghamshire  
County Council**

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## Introduction

Thank you for choosing to insure your school with Nottinghamshire County Council.

This is your school insurance policy wording detailing the cover which you have purchased.

Please read your policy carefully to understand the cover, together with the conditions and exclusions that apply.

Our insurance policies have been procured under a full tender process and are placed with leading insurance providers, who have the experience and ability to work in partnership with us to react to losses when they arise.

We hope that this policy will give you detailed guidance on the risks that are insured, and the processes that you will need to follow in the unfortunate event that you will need to make a claim under this policy.

The way in which we provide cover for schools is subject to continual review and you can be assured that we constantly strive to provide a high quality product.

On a further note, we continue to support schools with financial contributions towards risk management projects that improve insurable risks such as enhanced property security, fire safety, lead replacement and improvements to health and safety risks. Budget is available and schools are encouraged to bid for match funding using the form available on WIRED.

If you do have any further queries, require specific advice or need to make a claim, please do not hesitate to contact Risk and Insurance by telephone on 0115 973738 or by e-mail at [risk.insurance@nottscc.gov.uk](mailto:risk.insurance@nottscc.gov.uk).

Anne Hunt  
Risk and Insurance Manager

## Important information

Insurance policies can be difficult to understand so we have tried to make this policy easy to read. Some words have a special definition in your policy and these are listed and explained on pages 27 to 31 'Definitions'. From now on wherever a word with a special definition is used in this document it will be printed in **bold** type.

The following sections; 'Summary of cover, total sums insured and **excesses**', 'Making a claim', 'Definitions', 'Advice, support and guidance' include information which will help **you** to understand and use **your** policy.

All contracts of insurance are subject to a number of specific conditions and exclusions and it is not practicable to list all of them in this document.

This document is intended to be a general guide to the cover available.

**You** must take all reasonable steps to avoid any accident and to prevent **damage** to everything which is covered by this insurance and to keep all the **property** insured in good condition and in good repair, if **you** do not a claim may be rejected or payment could be reduced.

If **you** do require any further information or guidance, please contact **us** for further information.

## Summary of cover, sums insured and excesses

Cover	Total Sum Insured	Excess
Fire and Lightning	Up to the limit of the <b>total sum insured</b>	£nil
Explosion	Up to the limit of the <b>total sum insured</b>	£nil
Aircraft	Up to the limit of the <b>total sum insured</b>	£nil
Riot, civil commotion including locked out workers	Up to the limit of the <b>total sum insured</b>	£nil
Earthquake	Up to the limit of the <b>total sum insured</b>	£nil
<b>Storm</b> or flood	Up to the limit of the <b>total sum insured</b>	£250
Terrorism	£50,000,000	£nil
<b>Business interruption</b> (increased cost of working)	£50,000,000	£nil
<b>Business interruption</b> (loss of revenue)	£25,000,000	£nil
Escape of water from tank, apparatus or pipe	Up to the limit of the <b>total sum insured</b>	£250
Escape of oil from fixed heating equipment or pipes	Up to the limit of the <b>total sum insured</b>	£250
Impact by road vehicle or animal	Up to the limit of the <b>total sum insured</b>	£250
<b>Building</b> alterations and construction	Up to the limit of the <b>total sum insured</b>	<b>Excess</b> as for main <b>building</b> cover
Underground services	£50,000	£250
Frost and frozen pipes	£50,000	£250
External door locks	£5,000	£250
<b>Accidental damage</b>	Up to the limit of the <b>total sum insured</b>	£250
<b>Theft</b>	Up to the limit of the <b>total sum insured</b>	£250
Malicious <b>damage</b>	Up to the limit of the <b>total sum insured</b>	£250
<b>Glass</b> (accidental breakage, malicious persons)	£25,000	£3,000
<b>Glass</b> (theft or attempted theft)	Up to the limit of the <b>total sum insured</b>	£250
Refrigerator and freezer <b>contents</b>	£10,000	£250
Metered water, oil or liquid petroleum gas	£25,000	£250
Removal of fallen trees or branches	£50,000	£250
Personal effects	£250	£nil
<b>Contents</b> cover off-site	£1,500 single article limit £5,000 maximum payable	£250

<b>Property</b> in transit	Any one loading/unloading/transit occurrence: £50,000 Any one postal occurrence: £5,000	£250
<b>Money</b>	<b>Theft</b> from a safe not anchored to the fabric of the <b>building</b> : £1,000 <b>Theft</b> from a safe anchored to the fabric of the <b>building</b> : £2,000 <b>Theft</b> of <b>money</b> whilst in the custody (other than <b>employees'</b> home) of any authorised persons: £2,000 <b>Theft</b> of <b>money</b> sent by registered post: £1,000 <b>Theft</b> of <b>money</b> not in safe during <b>business</b> hours: £500 <b>Theft</b> of <b>money</b> from an <b>employee's</b> home address: £500	£250
Public Liability	£60,000,000	£nil
Products Liability	£60,000,000	£nil
Employers' Liability	Any one occurrence except for the following: £60,000,000 Any one occurrence in respect of asbestos related <b>injury</b> : £5,000,000	£nil
Officials Indemnity	£10,000,000	£nil
Fidelity Guarantee	£5,000,000	£nil
Libel and slander	£100,000	£nil
PTA/after school club insurance	Any one occurrence of loss or <b>theft</b> of cash: £100 Any one occurrence in respect of Public Liability cover: £10,000,000	£nil
Legal expenses (Health and Safety)	£100,000	£nil
NCC <b>Employees</b> Personal Accident – death or permanent total/permanent partial <b>disablement</b>	Capital Benefit: Up to 4 x annual salary	£nil
NCC Volunteers Personal Accident - death or permanent total/permanent partial <b>disablement</b>	Capital Benefit: £10,000	£nil

<b>Insurances which may need to be purchased separately</b>	
Motor insurance	See separate policy for full terms and conditions
Off-site travel (Included as standard with Platinum package)	See separate policy for full terms and conditions
On-site personal accident/travel (Included as standard with Platinum package)	See separate policy for full terms and conditions
<b>Contents</b> taken outside of the UK	See separate policy for full terms and conditions
Professional negligence	See separate policy for full terms and conditions
Medical risks	See separate policy for full terms and conditions
No Claims Bonus (NCB) scheme	See separate policy for full terms and conditions
Helping Hands Personal accident	See separate policy for full terms and conditions



## Property insurances

Fire, lightning and explosion	
Cover	Exclusions
<b>We</b> will cover <b>damage</b> to <b>buildings</b> and <b>contents</b> caused by fire, lightning and explosion.	<b>Damage</b> to <b>property</b> or <b>business interruption</b> caused by: <ul style="list-style-type: none"> <li>a) explosion resulting from fire</li> <li>b) earthquake or subterranean fire</li> <li>c) its own spontaneous fermentation or heating</li> <li>d) its undergoing any heating process or any process or any process involving the application of heat.</li> </ul>

Explosion	
Cover	Exclusions
<b>We</b> will cover <b>damage</b> to <b>buildings</b> and <b>contents</b> caused by explosion.	Originating in any vessel, machinery or apparatus or its <b>contents</b> belonging to <b>you</b> or under <b>your</b> control which requires an examination to comply with any statutory regulation unless such vessel, machinery or apparatus is the subject of a policy or contract providing the required inspection service.

Aircraft	
Cover	Exclusions
<b>We</b> will cover <b>damage</b> to <b>buildings</b> and <b>contents</b> caused by aircraft or other aerial devices or articles dropped from them.	No exclusions

Riot fire only	
Cover	Exclusions
<b>We</b> will cover <b>damage</b> to <b>buildings</b> and <b>contents</b> by riot or civil commotion in respect of <b>damage</b> or <b>business</b> caused by fire only.	<b>Damage</b> or <b>business interruption</b> arising from confiscation, requisition or destruction by order of the government or any public authority.

<b>Riot</b>	
Cover	Exclusions
<b>We</b> will cover <b>damage</b> to <b>buildings</b> and <b>contents</b> caused by riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation.	a) <b>damage</b> or <b>business interruption</b> arising from confiscation, requisition or destruction by order of the government or any public authority b) <b>business interruption</b> arising from deliberate erasure, loss or distortion or corruption of information on computer systems or other records, programs or software.

<b>Riot and malicious persons</b>	
Cover	Exclusions
<b>We</b> will cover <b>damage</b> to <b>buildings</b> and <b>contents</b> caused by riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons.	a) <b>damage</b> or <b>business interruption</b> : <ul style="list-style-type: none"> <li>i. arising from confiscation, requisition or destruction by order of the government or any public authority.</li> <li>ii. caused other than by fire or explosion by malicious persons not acting on behalf of or in connection with any political organisation in respect of any <b>buildings</b> which have been <b>unoccupied</b> for a period of more than 30 consecutive days</li> </ul> b) <b>damage</b> by <b>theft</b> directly caused by malicious persons not acting on behalf of or in connection with any political organisation pair or restoration of <b>property</b> damaged c) <b>business interruption</b> arising from deliberate erasure, loss or distortion or corruption of information on computer systems or other records, programs or software.

<b>Earthquake</b>	
Cover	Exclusions
<b>We</b> will cover <b>damage</b> to <b>buildings</b> and <b>contents</b> caused by earthquake.	No exclusions

<b>Subterranean fire</b>	
Cover	Exclusions
<b>We</b> will cover <b>damage</b> to <b>buildings</b> and <b>contents</b> caused by subterranean fire.	No exclusions

<b>Spontaneous fermentation or heating</b>	
Cover	Exclusions
<b>We</b> will cover fire only <b>damage</b> to <b>buildings</b> and <b>contents</b> resulting from the property's own spontaneous fermentation or heating.	No exclusions

<b>Storm</b>	
Cover	Exclusions
<b>We</b> will cover <b>damage</b> to <b>buildings</b> and <b>contents</b> caused by <b>storm</b> .	<b>Damage or business interruption:</b> <ul style="list-style-type: none"> <li>a) caused by: <ul style="list-style-type: none"> <li>i. the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal or dam</li> <li>ii. inundation from the seas whether resulting from <b>storm</b> or otherwise</li> </ul> </li> <li>b) attributed solely to change in the water table level</li> <li>c) caused by frost, subsidence, ground heave or landslip</li> <li>d) in respect of movable <b>property</b> in the open, fences and gates.</li> </ul>

<b>Storm or flood</b>	
Cover	Exclusions
<b>We</b> will cover <b>damage</b> to <b>buildings</b> and <b>contents</b> caused by <b>storm</b> or flood.	<b>Damage or business interruption</b> <ul style="list-style-type: none"> <li>a) attributed solely to change in the water table level</li> <li>b) caused by frost, subsidence, ground heave or landslip</li> <li>c) in respect of movable <b>property</b> in the open, fences and gates.</li> </ul>

<b>Terrorism</b>	
Cover	Exclusions
<b>We</b> will cover <b>damage</b> to <b>buildings</b> and <b>contents</b> caused by terrorism.	a) arising directly or indirectly from nuclear detonation, nuclear reaction or radioactive contamination, however these may have arisen b) arising either directly or indirectly from war, warlike operations or invasion; civil war, rebellion or martial law c) caused by confiscation, or as a result of any order of public or government authority which deprives <b>you</b> of the use or value of <b>your property</b> .

<b>Business interruption (increased cost of working)</b>	
Cover	Exclusions
As a result of any insured incident, <b>we</b> will cover the amount of any additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the disruption or interference with <b>you</b> . (i.e. cost of portacabins after a fire)  Cover also extends to <b>employees'</b> overtime in returning the site to normal following <b>damage</b> up to a limit of £500.	a) any expenditure relating to computer or data processing systems. b) any expenditure incurred after 48 months of the insured incident. c) any exclusion in the covers above also apply.

<b>Business interruption (loss of revenue)</b>	
Cover	Exclusions
As a result of any insured incident , <b>we</b> will cover loss of revenue incurred following closure of <b>your</b> school facilities which provide an income to <b>you</b> (i.e. sports halls; room hire)	a) any expenditure relating to computer or data processing systems. b) any expenditure incurred after 48 months of the insured incident. c) any exclusion in the covers above also apply.

<b>Escape of water</b>	
Cover	Exclusions
<b>We</b> will cover <b>damage</b> to <b>buildings</b> and <b>contents</b> caused by escape of water from any tank, apparatus or pipe including trace and repair.	a) any water discharged or leaking from any automatic sprinkler installation. b) in respect of any <b>buildings</b> which have been <b>unoccupied</b> for a period of 30 consecutive days.

Sprinkler leakage	
Cover	Exclusions
<b>We</b> will cover accidental escape of water from any automatic sprinkler installation on the <b>premises</b> .	a) freezing while the <b>building</b> in so far as it is in <b>your</b> ownership or tenancy has been <b>unoccupied</b> for a period of 30 consecutive days b) explosion, earthquake, subterranean fire or heat caused by fire.

Escape of oil	
Cover	Exclusions
<b>We</b> will cover <b>damage</b> to <b>buildings</b> and <b>contents</b> caused by escape of oil from any tank, apparatus or pipe.	a) in respect of <b>buildings</b> which have been <b>unoccupied</b> for a period of 30 consecutive days.

Impact	
Cover	Exclusions
<b>We</b> will cover <b>damage</b> to <b>buildings</b> and <b>contents</b> caused by impact from any road vehicle or by goods falling from them or by any animal not belonging to or under the control of <b>you</b> or any occupier of the <b>premises</b> or <b>your</b> respective <b>employees</b> or pupils.	No exclusions

Impact including own vehicles	
Cover	Exclusions
<b>We</b> will cover <b>damage</b> to <b>buildings</b> and <b>contents</b> caused by impact from any road vehicle or by goods falling from them or by any animal.	No exclusions

Building alterations and construction	
Cover	Exclusions
<p>Where a construction contract requires joint named insurance between <b>you</b> and a contractor, cover for the works and existing <b>buildings</b> can be provided.</p> <p>Cover includes: unfixed goods and materials on or adjacent to the site for incorporation and extends to include removal of debris and professional fees.</p> <p>An additional premium may be payable.</p>	a) subsidence, ground heave or landslip. b) any other cause excepting fire, lightning, explosion, aircraft, riot and civil commotion and <b>accidental damage</b> c) temporary <b>buildings</b> , plant, machinery, tools and equipment which is owned by a contractor or sub-contractor or for which they are responsible d) costs incurred in the removal of debris except from the site of the <b>property</b> and the area immediately adjacent to the site e) professional fees incurred for preparing any claim.
<b>Conditions of Cover: All contracts must be notified to us.</b>	

<b>Underground Services</b>	
Cover	Exclusions
<p><b>We</b> will cover the cost of <b>damage</b> to underground service pipes, cables and septic tanks providing services to and from the <b>premises</b>, for which <b>you</b> are legally responsible and which are damaged accidentally.</p> <p><b>We</b> will also pay for the cost of breaking into and repairing the underground pipe between the main sewer and the <b>premises</b> following the blockage of a pipe if this is necessary because normal methods of releasing the blockage are unsuccessful.</p>	<p><b>Damage</b> or blockages caused by tree roots</p>

<b>Frost and frozen pipes</b>	
Cover	Exclusions
<p><b>We</b> will cover the <b>damage</b> caused to <b>buildings</b> and <b>contents</b> by frost.</p> <p><b>We</b> will also cover <b>damage</b> caused to boilers arising from frozen pipes</p>	<p>a) <b>damage</b> to swimming pools or any outside area</p> <p>b) repairs to pipe work <b>damage</b> to any <b>buildings</b> which have been <b>unoccupied</b> for a period of 30 consecutive days</p> <p>c) <b>damage</b> caused by escape of water from any frost damaged/frozen pipe or apparatus (see escape of water cover).</p>

<b>External door locks</b>	
Cover	Exclusions
<p><b>We</b> will cover replacement and installation of locks and keys on the external doors of the <b>premises</b> if the keys to those locks are stolen.</p>	<p>No exclusions</p>
<p><b>Conditions of cover: The theft or damage must be reported to the Police and a crime reference number obtained immediately upon discovery of the theft or damage.</b></p>	

<b>Accidental damage</b>	
Cover	Exclusions
<p><b>We</b> will pay for <b>damage</b> caused by accidental <b>damage</b> which happens as a direct result as a single unexpected <b>event</b>.</p>	<ul style="list-style-type: none"> <li>a) paying hirers.</li> <li>b) moth, vermin, birds, insects, fungi, dry or wet rot</li> <li>c) animals</li> <li>d) weather or atmospheric conditions</li> <li>e) subsidence, heave or landslip</li> <li>f) faulty materials/design, or poor workmanship, or defective design/workmanship</li> <li>g) the cost of repairing or replacing electrical or mechanical equipment if it has broken down or been misused</li> <li>h) <b>buildings</b> which have been <b>unoccupied</b> for a period of 30 consecutive days</li> <li>i) <b>damage</b> caused by normal <b>wear and tear</b>.</li> <li>j) <b>damage</b> where reasonable due care and attention has not been taken.</li> <li>k) <b>damage</b> specifically excluded elsewhere in this policy.</li> </ul>

<b>Theft</b>	
Cover	Exclusions
<p><b>We</b> will provide cover for <b>damage</b> and losses arising from forcible and violent entry to or exit from any <b>building</b> or attempt at such <b>theft</b>.</p> <p>Cover extends to replacement of external <b>glass</b> and boarding up providing the <b>damage</b> was a direct result of <b>theft</b> or attempted <b>theft</b>.</p>	<ul style="list-style-type: none"> <li>a) <b>consequential loss</b></li> <li>b) excluded <b>property</b></li> <li>c) fraud</li> <li>d) <b>property</b> in lightweight or temporary structures</li> <li>e) persons lawfully on the <b>premises</b> or collusion.</li> </ul>
<p><b>Conditions of cover: The theft or damage must be reported to the police and a crime reference number obtained immediately upon discovery of the theft or damage.</b></p>	

<b>Malicious damage</b>	
Cover	Exclusions
<p><b>We</b> will pay for the <b>damage</b> to <b>buildings</b> and <b>contents</b> caused by malicious persons attributable to one <b>event</b>.</p>	<ul style="list-style-type: none"> <li>a) malicious persons (not acting on behalf of or in connection with any political organisation) in respect of any <b>buildings</b> which have been <b>unoccupied</b> for a period of 30 consecutive days.</li> <li>b) excluded <b>property</b></li> <li>c) <b>Glass damage</b> (see <b>Glass</b> cover)</li> </ul>
<p><b>Conditions of cover: The theft or damage must be reported to the police and a crime reference number obtained immediately upon discovery of the theft or damage.</b></p>	

<b>Money</b>	
Cover	Exclusions
<p><b>We</b> will provide <b>theft</b> cover for <b>money</b> stolen from the <b>premises</b>, and robbery from <b>employees</b>, volunteers, security companies who are in control of the <b>money</b> or sent by registered post.</p> <p><b>Money</b> may be taken home by an <b>employee</b> out of <b>business</b> hours, with the permission of the head teacher and subject to reasonable security.</p>	<ul style="list-style-type: none"> <li>a) <b>theft</b> by fraud, trick or false pretence.</li> <li>b) <b>theft</b> by fraud or dishonesty on the part of an <b>employee</b> (see Fidelity Guarantee cover)</li> <li>c) losses arising from error or omission in receipts, payments, accounting practice or depreciation.</li> <li>d) staff tea and coffee funds</li> <li>e) private collections for charities</li> <li>f) <b>damage</b> or <b>theft</b> from unattended vehicles</li> <li>g) <b>damage</b> or <b>theft</b> from walk-in/walk-out thefts</li> <li>h) <b>money</b> stolen out of <b>business</b> hours not kept in a locked safe or strong room on the <b>premises</b>.</li> <li>i) the opening of a safe or strong room by a key or combination code that has been left on the <b>premises</b> whilst closed for <b>business</b> purposes.</li> </ul>
<p><b>Conditions of cover: The theft or damage must be reported to the police and a crime reference number obtained immediately upon discovery of the theft or damage.</b></p>	

<b>Glass</b>	
Cover	Exclusions
<p><b>We</b> will for <b>damage</b> to <b>glass</b> and associated framework caused by:</p> <ul style="list-style-type: none"> <li>a) accidental breakage</li> <li>b) malicious persons</li> <li>c) theft or attempted theft</li> </ul> <p>which has been notified to <b>us</b> and for which <b>you</b> are responsible at <b>your premises</b>.</p> <p><b>We</b> will also indemnify <b>you</b> for the cost necessarily incurred of boarding up until the <b>glass</b> is replaced..</p>	<p><b>We</b> will not be liable for <b>damage</b>:</p> <ul style="list-style-type: none"> <li>a) caused by scratching, fire or explosion</li> <li>b) insured under any other insurance</li> <li>c) when the <b>premises</b> are <b>unoccupied</b> for a period of 30 consecutive days</li> <li>d) caused by repairs or alterations to the premises.</li> </ul>



Refrigerator and freezer contents	
Cover	Exclusions
<p><b>We</b> will cover <b>damage</b> to refrigerated or frozen food contained in any appliance on the <b>premises</b> caused by change in temperature resulting from:</p> <ul style="list-style-type: none"> <li>a) mechanical or electrical breakdown of the unit</li> <li>b) accidental failure of the electricity or gas supply not caused by the deliberate act of the supplier.</li> <li>c) accidental leakage of refrigerant or refrigerant fumes.</li> </ul>	<ul style="list-style-type: none"> <li>a) vermin, insects (unless they cause the failure of the freezing unit, or the electricity of gas supply), or mildew.</li> <li>b) any process of cleaning, repair or alteration</li> <li>c) strikes or wilful and deliberate acts by the company or its <b>employees</b> that causes a failure to supply the gas or electricity</li> <li>d) <b>damage</b> of refrigerated or frozen food contained in any appliance which is more than 15 years old</li> <li>e) any appliance not owned/maintained by <b>you</b> that suffers mechanical or electrical breakdown.</li> </ul>

Metered water, oil or liquid petroleum gas	
Cover	Exclusions
<p><b>We</b> will cover up to the sum insured for loss of metered water, oil or liquid petroleum gas resulting directly from <b>damage</b> to pipes and equipment which provide services to <b>you</b> from an insured <b>peril</b>.</p> <p>The amount payable will be ascertained by comparing the charge made by the relevant supplier on their account for the period which the loss occurred with the normal charge adjusted for any relevant factors affecting <b>your</b> liability of charges during such period.</p>	<ul style="list-style-type: none"> <li>a) Any <b>damage</b> which has not been discovered and remedial action taken within 30 days of the <b>damage</b> occurring.</li> <li>b) Loss from <b>buildings</b> which have been <b>unoccupied</b> for a period of 30 consecutive days.</li> </ul>

Removal of fallen trees or branches	
Cover	Exclusions
<p><b>We</b> will cover up to the limit of the sum insured to remove fallen trees or branches if the <b>buildings</b> or <b>contents</b> are undamaged.</p>	<p>Trees that are not subject to a regular inspection and maintenance program by a suitably qualified professional.</p>

Personal effects	
Cover	Exclusions
<p><b>We</b> cover up to the limit of the sum insured for personal possessions of <b>employees</b>, volunteers, pupils or authorised visitors to <b>your</b> school which suffer <b>damage</b> by:</p> <ul style="list-style-type: none"> <li>a) fire</li> <li>b) <b>storm</b></li> <li>c) flood.</li> </ul>	<p><b>Property</b> covered by another insurance policy.</p>

Contents cover off-site	
Cover	Exclusions
<p><b>We</b> will cover <b>contents</b> up to the limit of the <b>total sum insured</b> at other locations within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands for losses arising from the following <b>perils</b>:</p> <ul style="list-style-type: none"> <li>a) fire</li> <li>b) <b>storm</b></li> <li>c) flood</li> <li>d) earthquake</li> <li>e) terrorism</li> <li>f) lightning,</li> <li>g) riot and civil commotion</li> <li>h) impact</li> </ul> <p><b>We</b> will also cover <b>contents</b> at other locations in the UK for losses that arise from the additional following <b>perils</b>:</p> <ul style="list-style-type: none"> <li>i) <b>accidental damage</b></li> <li>j) <b>theft</b></li> <li>k) <b>malicious damage</b></li> </ul>	<ul style="list-style-type: none"> <li>a) <b>property</b> covered by another insurance policy.</li> <li>b) <b>contents</b> in <b>buildings</b> which have been <b>unoccupied</b> for a period of 30 consecutive days.</li> <li>c) <b>theft</b> from an unattended vehicle unless the item is in a locked boot, not visible to the eye.</li> </ul>
<p><b>Conditions of cover:</b> Any theft or damage must be reported to the police and a crime reference number obtained immediately upon discovery of the theft or damage.</p>	

Property in transit	
Cover	Exclusions
<p><b>We</b> will cover <b>theft</b> or <b>damage</b> to <b>property</b> whilst:</p> <p>a) being loaded onto or unloaded from any road vehicle including any trailer whilst attached to the road vehicle or passenger or goods train within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands up to the limit of the <b>total sum insured</b>.</p> <p>b) in transit by vehicle within and between Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.</p> <p>c) in transit by post within and between Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.</p>	<p>a) <b>property</b> covered by another insurance policy.</p> <p>b) <b>damage</b> by <b>theft</b> unless the vehicle is owned, loaned or on hire to <b>you</b> and used under their direct control or owned by an <b>employee</b> and used on <b>your</b> behalf to transport <b>your property</b> is:</p> <p>i. securely locked and all windows and other means of access are adequately secured when the vehicle is unattended.</p> <p>ii. at any time outside of any working day of the driver or non-working days such vehicle is:</p> <ul style="list-style-type: none"> <li>- garaged in a fully enclosed and locked <b>building</b> of substantial construction or</li> <li>- garaged in a fully enclosed <b>building</b> of substantial construction and under constant supervision or</li> <li>- in a vehicle security park under constant supervision.</li> </ul> <p>iii. at any time during the working day no such vehicle be left unattended for longer than two hours when loaded.</p>
<p><b>Conditions of cover: The theft or damage must be reported to the police and a crime reference number obtained immediately upon discovery of the theft or damage.</b></p>	

## Liability insurances

Public and products liability	
Cover	Exclusions
<p><b>We</b> will indemnify <b>you, your</b> governors and <b>employees</b> in respect of all sums which <b>you</b> may become legally liable to pay as damages in respect of:</p> <ul style="list-style-type: none"> <li>a) accidental <b>injury</b> to a person other than an <b>employee</b></li> <li>b) accidental <b>damage</b> to <b>property</b></li> <li>c) accidental obstruction, accidental trespass, accidental nuisance, accidental interference with pedestrian, road, rail, air or waterborne traffic, accidental invasion of the right of privacy, accidental interference with any right of air, light water or way, wrongful interference with goods</li> <li>d) wrongful arrest or false imprisonment</li> </ul> <p>occurring during the period of insurance and within the geographical limits of the <b>business</b> including activities run by <b>you</b> and <b>your</b> governors under the school fund</p> <p><b>We</b> will also pay costs and expenses.</p> <p><b>We</b> will also indemnify against costs and/or expenses incurred with <b>our</b> insurer's prior written consent for:</p> <ul style="list-style-type: none"> <li>a) Corporate Manslaughter and Homicide Act 2007</li> <li>b) costs of criminal proceedings</li> <li>c) court attendance costs</li> <li>d) <b>damage</b> to reputation</li> <li>e) Defective Premises Act 1972</li> <li>f) environmental clean up costs</li> <li>g) indemnity to other persons</li> <li>h) joint liabilities</li> <li>i) legionella</li> <li>j) personal liability</li> </ul>	<ul style="list-style-type: none"> <li>a) aircraft products</li> <li>b) airports</li> <li>c) asbestos</li> <li>d) exports to the USA or Canada</li> <li>e) foreign operations</li> <li>f) liquidated or punitive damages</li> <li>g) motor</li> <li>h) pollution or contamination</li> <li>i) professional advice, design or specification</li> <li>j) <b>property damage</b> and defective work</li> <li>k) <b>property</b> held in trust</li> <li>l) replacing or rectifying products</li> <li>m) vessels and craft</li> </ul>
<p><b>Conditions of cover:</b> In all instances we shall have full control of the claim and no costs incurred without our consent. As soon as you are aware of any of the following incidents, they must be reported immediately to the us:</p> <ul style="list-style-type: none"> <li>• Work related stress claims</li> <li>• Physical or sexual abuse claims</li> <li>• Defamation claims</li> <li>• Where Zurich Municipal is named as the Defendant</li> <li>• Group litigation</li> <li>• Claims where there is a media involvement</li> <li>• Cases where the potential value of the claim is likely to exceed £125,000</li> <li>• Any decision to an Appellate Court</li> </ul>	

<b>Employers' liability</b>	
Cover	Exclusions
<p><b>We</b> will indemnify <b>you</b> and <b>your</b> governors in respect of all sums which <b>you</b> may become legally liable to pay as damages in respect of <b>injury</b> caused during the period of insurance to any <b>employee</b> arising out of an in the course of their employment by <b>you</b> in the <b>business</b>.</p> <p>In addition to any claim for damages <b>we</b> will pay costs and expenses.</p> <p><b>We</b> will also indemnify against legal costs and/or expenses incurred with <b>our</b> insurer's prior written consent for:</p> <ul style="list-style-type: none"> <li>a) Corporate Manslaughter and Homicide Act 2007</li> <li>b) court attendance costs</li> <li>c) <b>damage</b> to reputation</li> <li>d) Health and Safety at Work defence costs</li> <li>e) indemnity to other persons</li> <li>f) unsatisfied court judgements</li> </ul>	<ul style="list-style-type: none"> <li>a) motor</li> <li>b) work offshore</li> <li>c) work overseas</li> </ul>
<p><b>Conditions of cover: In all instances we shall have full control of the claim and no costs incurred without our consent.</b></p> <p><b>As soon as you are aware of any of the following incidents, they must be reported immediately to the us:</b></p> <ul style="list-style-type: none"> <li>• <b>Work related stress claims</b></li> <li>• <b>Physical or sexual abuse claims</b></li> <li>• <b>Defamation claims</b></li> <li>• <b>Where Zurich Municipal is named as the Defendant</b></li> <li>• <b>Group litigation</b></li> <li>• <b>Claims where there is a media involvement</b></li> <li>• <b>Cases where the potential value of the claim is likely to exceed £125,000</b></li> <li>• <b>Any decision to an Appellate Court</b></li> </ul>	

Officials indemnity	
Cover	Exclusions
<p><b>We</b> will provide cover for <b>financial losses</b> sustained by a third party arising from a negligent act, accidental error, gratuitous advice or omission committed by <b>your employees</b> and governors arising out of their <b>business</b> activities in providing statutory duties or whilst sitting on external boards (such as being responsible for school funds).</p> <p><b>We</b> will also provide cover for all costs and expenses incurred with defending a claim for damages.</p> <p>Cover extends to any legal costs or expenses incurred with the insurers' written consent in the defence of any prosecution brought or made against <b>you</b> or any <b>employee</b> for breach of the Data Protection Act 1998.</p>	<ul style="list-style-type: none"> <li>a) contractual liability</li> <li>b) courts jurisdiction</li> <li>c) defamation or malicious falsehood</li> <li>d) defective work</li> <li>e) employment benefits</li> <li>f) land or <b>property</b> sales or transfers</li> <li>g) liquidated or punitive damages</li> <li>h) maladministration, misfeasance or surcharge</li> <li>i) pollution or contamination</li> <li>j) products</li> <li>k) professional liability, errors and omissions</li> <li>l) retroactive date</li> <li>m) searches</li> <li>n) statutory compensation</li> </ul>

<b>Fidelity guarantee</b>	
Cover	Exclusions
<p><b>We</b> will indemnify <b>you</b> in respect of loss of assets, including the contents of official school bank accounts and school funds for which <b>you</b> are responsible, occurring as a direct result of any act of fraud or dishonesty committed by any <b>persons guaranteed, employee</b> or governor acting alone or in collusion with others provided that such loss is discovered not more than 24 months following:</p> <ul style="list-style-type: none"> <li>a) the termination of the insurance relative to the <b>persons guaranteed</b> in such loss</li> <li>b) the termination of employment with Nottinghamshire County Council or the school of the <b>persons guaranteed</b> or the last of the respective <b>persons guaranteed</b> if more than one was concerned with the fraud or dishonesty</li> <li>c) the termination of this part</li> </ul> <p>whichever happens first.</p> <p><b>We</b> will indemnify <b>you</b> in addition to the sum guaranteed in respect of costs and expenses necessarily incurred by <b>you</b> in investigating and proving any act of fraud or dishonesty which results in a claim under this part provided always that the liability of the insurer under this extension will not exceed 10% of the amount otherwise payable in respect of such claim.</p>	<ul style="list-style-type: none"> <li>a) agency staff</li> <li>b) application of systems of selections and control</li> <li>c) <b>consequential loss</b> or loss of interest</li> <li>d) internal transfer</li> <li>e) inventory or profit and loss computation</li> <li>f) prior fraud and dishonesty</li> <li>g) reasonable grounds for suspicion.</li> </ul>
<p><b>Conditions of cover: If an act of fraud or dishonesty is discovered it is a condition of cover that the police must be informed immediately and a crime reference number obtained.</b></p> <p><b>All losses must also be reported to Internal Audit and the school governors</b></p>	

<b>Libel and slander</b>	
Cover	Exclusions
<p><b>We</b> will provide cover for any sum that <b>we</b> or <b>you</b> are legally liable to pay as compensation, including claimants' costs and expenses, as a result of libel or slander.</p> <p><b>We</b> will also provide cover for all costs and expenses incurred with defending a claim for damages.</p>	<ul style="list-style-type: none"> <li>a) exemplary and punitive damages</li> <li>b) malicious falsehood or injurious falsehood</li> <li>c) members co-insurance.</li> </ul>

PTA/after school club insurance	
Cover	Exclusions
<p><b>We</b> will provide public liability cover to any member of the parent teacher association or other after school club while engaged in the association's activities providing they are operating in accordance with <b>your</b> health and safety and risk assessment policies and procedures</p> <p><b>We</b> will also cover the PTA/after school club's funds.</p>	<p>a) fraud, trick or false pretence.</p> <p>b) fraud or dishonesty on the part of an <b>employee</b></p> <p>c) losses arising from error or omission in receipts, payments, accounting practice or depreciation.</p> <p>d) <b>theft</b> from unattended vehicles</p> <p>e) <b>theft</b> from walk-in/walk-out thefts.</p> <p>f) any <b>money</b> stolen out of <b>business</b> hours not kept in a locked receptacle or strong room.</p>
<p><b>Conditions of cover:</b></p> <p><b>In all instances we shall have full control of the claim and no costs incurred without our consent.</b></p> <p><b>As soon as you are aware of any of the following incidents, they must be reported immediately to the Us:</b></p> <ul style="list-style-type: none"> <li>• <b>Work related stress claims</b></li> <li>• <b>Physical or sexual abuse claims</b></li> <li>• <b>Defamation claims</b></li> <li>• <b>Where Zurich Municipal is named as the Defendant</b></li> <li>• <b>Group litigation</b></li> <li>• <b>Claims where there is a media involvement</b></li> <li>• <b>Cases where the potential value of the claim is likely to exceed £125,000</b></li> <li>• <b>Any decision to an Appellate Court</b></li> </ul>	



## Additional insurances

NCC employees' personal accident – Death or permanent total/partial disablement																															
Cover	Exclusions																														
<p><b>We</b> will provide cover if <b>your employee</b> sustains bodily <b>injury</b> by violent, external and visible means as a result of which death or <b>disablement</b> occurs within 12 months of sustaining such <b>injury</b> and independently of any other cause.</p> <p>In such circumstances <b>we</b> will pay to the <b>employee</b>, or to such other persons as <b>we</b> may decide, the sum shown as the capital benefit in the <b>event</b> of death or permanent total <b>disablement</b>, or proportion thereof in the <b>event</b> of permanent partial <b>disablement</b> as defined in the Continental scale of benefits, provided that such <b>injury</b> occurred during the time the <b>employee</b> was engaged upon official duties on behalf of <b>you</b>, or such injury was incurred as a result of performing duties on behalf of <b>you</b>.</p>	<ul style="list-style-type: none"> <li>a) sickness, disease, any naturally occurring condition or gradually operating cause or post-traumatic stress disorder other than as a direct result of bodily <b>injury</b>.</li> <li>b) all claims arising from suicide or attempted suicide or intentionally inflicting self-<b>injury</b>.</li> <li>c) all claims relating to aviation as a pilot of a fixed wing or rotary propelled aircraft.</li> </ul>																														
<p>Scale of benefits: In the <b>event</b> of permanent partial <b>disablement</b> a proportion of the Capital Sum will be payable:-</p> <table> <tr> <td>Loss of one joint of thumb of either hand</td><td>30%</td></tr> <tr> <td>Loss of more than one joint of thumb of either hand</td><td>30%</td></tr> <tr> <td>Loss of one joint of forefinger</td><td>20%</td></tr> <tr> <td>Loss of more than one joint of Forefinger</td><td>20%</td></tr> <tr> <td>Loss of one joint of any other finger</td><td>10%</td></tr> <tr> <td>Loss of more than one joint of any other finger</td><td>10%</td></tr> <tr> <td>Loss of both joints of one big toe</td><td>15%</td></tr> <tr> <td>Loss of one joint of one big toe</td><td>15%</td></tr> <tr> <td>Loss of both joints of any other toe</td><td>5%</td></tr> <tr> <td>Loss of one joint of any other toe</td><td>2%</td></tr> <tr> <td>Permanent total loss of use of shoulder or elbow</td><td>25%</td></tr> <tr> <td>Permanent total loss of use of wrist, hip, knee or ankle</td><td>20%</td></tr> <tr> <td>Removal by surgical operation of lower jaw</td><td>30%</td></tr> <tr> <td>Facial disfigurement of 1centimetre to 5 centimetres in length</td><td>5%</td></tr> <tr> <td>Facial disfigurement greater than 5 centimetres in length</td><td>10%</td></tr> </table>		Loss of one joint of thumb of either hand	30%	Loss of more than one joint of thumb of either hand	30%	Loss of one joint of forefinger	20%	Loss of more than one joint of Forefinger	20%	Loss of one joint of any other finger	10%	Loss of more than one joint of any other finger	10%	Loss of both joints of one big toe	15%	Loss of one joint of one big toe	15%	Loss of both joints of any other toe	5%	Loss of one joint of any other toe	2%	Permanent total loss of use of shoulder or elbow	25%	Permanent total loss of use of wrist, hip, knee or ankle	20%	Removal by surgical operation of lower jaw	30%	Facial disfigurement of 1centimetre to 5 centimetres in length	5%	Facial disfigurement greater than 5 centimetres in length	10%
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NCC volunteers' personal accident - Death or permanent total/partial disablement																															
Cover	Exclusions																														
<p><b>We</b> will provide cover if a volunteer working under <b>your</b> control and direction sustains bodily <b>injury</b> by violent, external and visible means as a result of which death or <b>disablement</b> occurs within 12 months of sustaining such <b>injury</b> and independently of any other cause.</p> <p>In such circumstances <b>we</b> will pay to the volunteer, or to such other persons as <b>we</b> may decide, the sum shown as the capital benefit in the <b>event</b> of death or permanent total <b>disablement</b>, or proportion thereof in the <b>event</b> of permanent partial <b>disablement</b> as defined in the Continental scale of benefits, provided that such <b>injury</b> occurred during the time the volunteer was working under the direction and control of <b>you</b>, or such <b>injury</b> was incurred as a result of performing duties on behalf of <b>you</b>.</p>	<p>a) sickness, disease, any naturally occurring condition or gradually operating cause or post-traumatic stress disorder other than as a direct result of bodily <b>injury</b>.</p> <p>b) all claims arising from suicide or attempted suicide or intentionally inflicting self-<b>injury</b>.</p> <p>c) all claims relating to aviation as a pilot of a fixed wing or rotary propelled aircraft.</p>																														
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Legal expenses (Health and Safety)	
Cover	Exclusions
<p><b>We</b> will provide reimbursement of legal expenses (including the cost of representation in the court) to any <b>employee</b> of <b>you</b> following the instigation of legal proceedings under Health and Safety legislation up to the point of acquittal or conviction.</p> <p>This cover is restricted to any such prosecution which arises as a consequence of duties carried out on behalf of and/or during the period of employment by Nottinghamshire County Council.</p>	<ul style="list-style-type: none"> <li>a) any fines of whatsoever nature, or any punitive or exemplary damages, or any costs, losses or expenses howsoever incurred in respect of a custodial sentence.</li> <li>b) any costs or expenses which arise from a prosecution following a deliberate or intentional criminal act or omission on the part of the persons claiming <b>indemnity</b>.</li> </ul>

## Making a claim

### Property

- If the **damage** is potentially large or as the result of a fire or flood, please notify **us** by phone or e-mail as soon as immediately possible.
- **We** may be able to assist with the immediate clear-up by instructing **damage** limitation/disaster recovery companies who can attend **your** school.
- If the **damage** is potentially large, **we** may instruct a loss adjuster who will act on **our** behalf and authorise any work or replacement items.
- **We** will give authorisation for any temporary repairs or making safe works if the **damage** is such that claim costs will increase by failing to do so.
- In the **event** that the incident involves an act of **theft**, malicious **damage** or other criminal act, **you** must inform the police immediately and obtain a crime reference number.
- The claim form can be downloaded from the Risk and Insurance section on WIRED.
- **You** are then required to complete and return the claim form to **us** as soon as possible and within 14 days of the incident. **Our** discretion may be given over holiday periods.
- Estimates for repairs can be submitted separately as soon as they are available.
- In the **event** of claims arising as a result of riot, the claim form must be completed and returned within 7 days together with an initial estimate for the repair costs.
- **We** will acknowledge receipt of the claim form from **you** within 2 working days and will issue instructions to **you** in order that the **damage** can be repaired or reinstated.
- **You** are required to respond to all queries from **us**, the insurers or their loss adjusters in order that the claim can be assessed and payment made.
- Once the final cost of repairs is known **we** will arrange for payment to be made to **you** less the appropriate **excess**, although interim payments may be made on larger claims.

### Liability

- There are no claim forms in use for public liability or employers' liability claims. It is **essential** that **you** notify **us** immediately upon receipt of a letter of claim.
- Additionally, if any of the following occur **we** must be advised at the time of the incident:
  - Work related stress claims
  - Physical or sexual abuse claims
  - Defamation claims
  - Where Zurich Municipal is named as the Defendant
  - Group litigation
  - Claims where there is a media involvement
  - Cases where the potential value of the claim is likely to exceed £125,000
  - Any decision to an Appellate Court
- Provide notice to **us** of any other claim or any other incident that may become a claim within 14 days.

- Never admit liability. Beware of offering apologies.
- Do not get embroiled – pass any correspondence on to **us** immediately unacknowledged.
- Do not assist or disclose anything to potential claimants in litigation without **our** prior agreement.
- Get particulars of witnesses and brief statements from staff.
- Take photos/measurements, if appropriate.
- Preserve the apparatus/equipment involved.
- Obtain all relevant documents; e.g. maintenance records.
- **We** may instruct external experts such as solicitors or loss adjusters. **We** ask that **you** please facilitate enquiries by **us/our** insurers, experts or advisors.
- Please give prompt and truthful answers to **our** queries – even if the truth hurts!

### Legal Expenses

- There are no claim forms in use for legal expenses claims. It is essential that **you** notify **us** immediately of a potential claim where cover is requested for legal expenses.
- **We** will appoint appropriate solicitors and counsel, if needed. Any **persons guaranteed** will have access to such legal representation, but **we** will receive any reports, letters etc. from that legal representation.
- If the **persons guaranteed** receive a direct reimbursement of costs from another party, such monies will be repaid to **us** to offset the outlay made by **us**.
- **We** may withdraw cover if the merits of continuing the defence are in doubt or may prejudice **our** position.

### NCC Employees/Volunteers' Personal Accident

- **We** are notified in writing of any such **injury** and that the particulars of the accident/incident within 14 days of the incident.
- **Our** medical representative is allowed to visit and examine the volunteer at all reasonable times – reasonable travelling costs will be reimbursed to the volunteer if appropriate
- The **employee** or volunteer provides **our** medical representative with such medical evidence and/or access to his or her medical records as required to establish the extent of injuries sustained.

# Definitions

## Buildings

The buildings of the school **premises** for which **you** are legally responsible including:

- a) landlord's fixtures and fittings
- b) oil tanks, solar panels, wind turbines, outbuildings, extensions, annexes, exterior swimming pools, canopies, fixed signs and gangways
- c) walls, gates and fences,
- d) drains, sewers, piping, ducting, cables wires and associated control gear and accessories on the **premises** and extending to the public mains but only to the extent of **your** responsibility
- e) adjoining and specifically associated yards, car parks, roads, pavements and forecourts all constructed of solid materials
- f) foundations.

Buildings are covered on a **reinstatement** basis.

## Business

The usual activities of **you**, as a public authority school including:

- a) the provision and management of catering, social, sports, first aid or welfare activities for **employees**
- b) activities in connection with the conducting of elections
- c) maintenance of the buildings, plant and equipment
- d) activities of any **employee** approved by **you** in connection with outside organisations but only where **you** are legally entitled to:
  - i. approve such activities; and
  - ii. indemnify any such **employee** in respect of such activities.

## Business interruption

Loss resulting from interruption of or interference with the **business** carried out by **you** at **your premises** in consequences of **damage to property** used by **you** at **your premises** for the purpose of the **business**.

## Consequential loss

**Financial loss** resulting from interruption of or interference with the **business** carried out by **you** in consequence of **damage to property** resulting from an insured **peril**.

## Contents

Contents belonging to **you** or held by **you** in trust for which **you** are legally responsible in or on any **building at your premises** including:

- a) tenants' improvements, alterations and decorations

- b) personal effects and tools not otherwise insured belonging to any employee, pupil, volunteer or visitor other than motor vehicles for an amount not exceeding £250 in respect of any one person
- c) contents of outbuildings
- d) contents in open yards
- e) **IT equipment** and computer systems records except for an amount not exceeding £75,000 any one event in respect of the cost materials and clerical labour and computer time expended in their reproduction
- f) patterns, models, moulds, plans or designs for an amount not exceeding £10,000 for any one item or set of items

but excluding:

- a) landlord's fixtures and fittings
- b) **money**
- c) securities of whatsoever nature
- d) livestock
- e) growing crops, trees, shrubs, plants or turf
- f) motor vehicles licensed for road use including accessories thereon
- g) documents, manuscripts and business books except for the cost the materials and clerical labour expended in their reproduction
- h) any expenses in connection with the reproduction of the information to be recorded in documents, manuscripts, business books or computer system records.

Contents are covered on a **new for old** basis.

### **Damage**

Material loss, damage or destruction by the insured perils which occurs as a single unexpected **event**.

### **Disablement**

Injuries which prevent the individual from engaging in their usual occupation for the remainder of their life.

or

total loss of hearing, total loss of speech or total loss of sight.

### **Employee**

Any employee, manager, trustee or governor, volunteer under the direction and control of **you**, the committee of the School Organisation Committee (in relation to legal liabilities arising from the School Organisation Committee only) of establishments under the control of or in the area of Nottinghamshire County Council.

**Event**

All occurrences causing **injury, damage** or other loss arising out of one original and identifiable cause that happens at a fixed time and place.

**Excess**

The amount stated in this policy which **you** are responsible and which will be deducted from any payment under this policy.

**Financial loss**

Loss or **damage** other than that arising from bodily **injury**, illness or disease or **damage** to **property**.

**General conditions**

Are the terms and conditions of this policy which set out **your** obligations that must be fulfilled for the policy to be valid.

**Glass**

Fixed glass including but not limited to bent, curved, movable, etched, stained or special glass.

**Indemnity**

The basic principle of insurance meaning that the policyholder is put back in the same position after a loss as before the loss. If a **building** is destroyed, the claim would be settled by repair or replacement less an amount for depreciation.

**Injury**

Bodily injury, illness or disease (including death).

**IT equipment**

Desktop computer equipment, keyboards, VDUs, computer software, printers, scanners, multi-function devices, laptops, e-readers, tablets, PDAs, projectors, interactive whiteboards, mobile phones, MP3 players.

**Money**

Any current coinage, current bank and currency note, bill of exchange, luncheon voucher, cheque, bankers' draft, national giro draft, money order, postal order, current postage stamp, unused unit in any postage stamp franking machine, revenue stamp, national savings stamp/certificate, credit, debit or charge card, sales voucher, phone card, consumer redemption voucher and gift token, value added tax purchase invoice and trading stamp belonging to **you** or for which **you** have accepted responsibility and held in connection with the **business**.

**New for old**

Common basis for **property** insurance such as household **contents**, where the insurer agrees to meet claims for the replacement value of a lost, stolen or damaged item by an untoward **event**, item, without making a deduction for depreciation. Items damaged by normal **wear and tear** are not covered.



**Peril**

A specific source of loss, which may be covered or excluded by this policy of insurance and is a possible cause of loss.

**Persons guaranteed**

Any person who is covered by this insurance policy.

**Premises**

The school premises for the purpose of the **business** at the registered address.

**Professional services**

Any services which have been specified to **us**, which **you** perform for others for a fee.

**Property**

Physical property, **buildings** and/or **contents** as defined above.

**Reinstatement**

- a) the rebuilding or replacement of **property** suffering **damage** which provided that the liability of the insurer is not increased may be carried out:
  - i. in any manner suitable to **your** requirements.
  - ii. upon another site
- b) the repair or restoration of **property** suffering **damage**

in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

**Security needs**

**IT equipment** is subject to the Nottinghamshire County Council's **security needs**. Failure to meet a reasonable minimum standard on security may mean that certain losses may not be met fully or at all under this insurance. The security needs document can be found on the Risk and Insurance section of WIRED.

**Storm**

A violent gale force reaching speeds of 55mph. 25mm or more of rainfall in any 24 hour period, according to **our** weather data.

Exceptional conditions: thunderstorm, hail, snow fall and weight of snow causing **damage** to roofs.

**Theft**

Theft involving:

- a) forcible, violent entry to or exit from any **building** at the **premises** or any attempt at such theft
- b) personal violence or threat of personal violence to any **employee**.

**Total sum insured**

Total sum insured shall mean the combined **buildings** and **contents** insurance value as declared by Nottinghamshire County Council.

**Unoccupied**

**Buildings** which are vacant, empty, untenanted or not in use for 30 days or more.

**Us/We/Our**

Nottinghamshire County Council Risk and Insurance.

**Wear and tear**

The amount deducted from claims payments to allow for any depreciation in the **property** insured which is caused by its usage.

**Wrongful act**

Any actual or alleged breach of duty, negligence, error, misstatement, misleading statement or omission by **you** solely in the performance **your** official duties and/or **professional services** for the public authority

**You/Your**

The Nottinghamshire County Council school named as the policyholder on the Services for Schools contract.

## Advice, support and guidance

If **you** require any further information or clarification on any risk management, insurance or claim issue, please contact Nottinghamshire County Council Risk and Insurance as detailed below:

**Telephone:** 0115 973738 Mon-Fri 8.00-17.00 (24hr answer phone)

**E-mail:** [risk.insurance@nottscc.gov.uk](mailto:risk.insurance@nottscc.gov.uk)

**Post:** Risk and Insurance  
Nottinghamshire County Council  
County Hall  
Loughborough Road  
West Bridgford  
Nottingham  
NG2 7QP

**WIRED:** Search 'Risk and Insurance'. Click on the first search result link returned to go the Risk and Insurance section of WIRED. Here you will be able to view and download policy documentation, proof of insurance cover letters and certificates, FAQs/guidance and risk management funding application forms and claim forms.

## General conditions

### Alteration in risk

**You** will notify **us** of any change in circumstances occurring after the commencement of cover, whereby the risk of accident, **injury** or **damage** is increased.

### External bins

External bins must be securely anchored 8 metres away from the **buildings**.

### Claims procedures

**You** will follow the claims procedures set out in pages 25 to 26 of this document.

### Combustible materials

The **building** and external areas immediately surrounding the **building** must be kept free of all unfixed combustible materials.

### Fire/intruder alarm systems

It is required that **you**:

- a) carry out the testing and checking requirements referred to on the completion certificate and remedy promptly any defect disclosed
- b) carry out the maintenance procedures specified by the manufacturers of the equipment
- c) notify **us** immediately of any disconnection or failure of the automatic fire or intruder alarm installation likely to leave any area unprotected for 12 hours or more
- d) record details of all events such as alarms, faults, tests, maintenance and disconnection's and keep such details available for examination by **us**.

Should **you** be unable to comply with this requirement, please contact **us** immediately.

### Fire break doors and shutters

All fire break doors and shutters will be kept closed (except during working hours) and will be maintained in efficient working order.

### Fraud

If any claim is in any respect fraudulent, or if any fraudulent means is used by **you** or anyone acting on **your** behalf to obtain any benefit under the policy, or if any **injury**, **damage** be occasioned by the wilful act or with the connivance of **you**, all benefits under this cover will be forfeit.

### Mis-representation

Insurance cover will be void in the event of misrepresentation, mis-description or non-disclosure at any time of any material fact or particular.

### Reasonable precautions

**You** will comply with all regulations imposed by any competent authority and take all reasonable precautions to minimise accident, **injury**, **damage**. In addition **you** will comply with makers recommendations made in respect of plant and machinery wherever reasonably practicable.

### **Reinstatement**

**We** may at **our** option indemnify **you** either by payment, **reinstatement**, replacement or repair in respect of **damage** to any **property**. If **we** elect to reinstate or replace any **property** it will not be bound to reinstate or replace exactly or completely, but only as circumstances permit **us** to reinstate or replace damaged **property**. In any **event we** will not be bound to expend more than the **total sum insured** in respect of any one of the items insured.

### **Sprinkler systems**

In respect of automated sprinkler systems it is required that **you** ensure that they are tested at least weekly to determine that the system is in working order and that a contract is in place with approved engineers providing for the maintenance and half yearly inspection of the system.

Should **you** be unable to comply with this requirement please contact **us** immediately.

### **Trust schools**

Where **you** are governed by charitable trusts, it is essential that the board of trustees takes out a separate trustees liability policy. Trustees' liability risks are not covered under the insurance programme offered by **us**.

### **Unoccupied buildings**

**You** must:

- a) notify **us** immediately when you are vacating a **building** or if a **building** is to be **unoccupied** for 30 days or more (This does not apply to **buildings** that are to be **unoccupied** over the school holidays)
- b) turn off all main services except for electricity supply to maintain any fire or intruder alarm system; and
- c) completely drain the water system except that during the period of 1 October to 1 April each year any central heating systems may be kept working at a minimum temperature of 5 degrees Celsius; and
- d) arrange internal inspections of the **buildings** by an authorised representative, ensure such inspections are recorded and carried out at a frequency to be notified and agreed by **us** and remove all waste and repair all **damage** identified in the course of such inspections without delay; and
- e) secure the **buildings** against unlawful entry by closing and locking doors and windows and setting any fire or intruder alarm systems.

## General exclusions

All insurance policies are subject to general exclusions and these are summarised as follows:

### Animals or plants

Any losses to animals, growing crops, trees, hedges or vegetation.

### Any gradually developing or operating causes.

This excludes damage caused by:

- a) depreciation, inherent vice, latent defect, gradual deterioration, **wear and tear**, change in water table level
- b) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, vermin or insect, marring or scratching
- c) pollution or contamination, change in temperature, colour, texture or finish
- d) mechanical or electrical breakdown or derangement of the particular machine, apparatus or equipment in which such breakdown or derangement originates not accompanied by **damage** to the machine, apparatus or equipment
- e) disappearance unexplained or inventory shortages
- f) any testing, repairing, adjusting, servicing or maintenance operation

### Asbestos

**Damage** or **business interruption** resulting from or caused by:

- a) asbestos material removal
- b) demolition or increased cost of reconstruction, repair, debris removal or loss of use necessitated by the enforcement of any law or ordinance regulating asbestos material
- c) any governmental direction or request declaring that asbestos material present in, part of or utilised on any undamaged portion of the **property** insured must be removed or modified.

### Construction and erection

**Property** or structures in the course of construction or erection and materials or supplies *unless we* have been advised of the contract and agreed to provide cover under the **building** alterations and new **buildings** section of the policy.

### Electronic risk

Cover is excluded for **damage** to any computer or other component, system or item which processes, stores, transmits, retrieves or receives data (including software systems and programmes) where such **damage** is caused by virus or similar mechanism or hacking or denial of service attack. Cover is also excluded for any **consequential loss** directly or indirectly caused by virus or similar mechanism or hacking or denial of service attack.

### Pollution and contamination

Any **damage** to **property** or **consequential loss** caused by or resulting from pollution or contamination. But this will not exclude **damage** or **consequential loss** not otherwise excluded caused by:

- a) pollution or contamination which itself results from **damage**
- b) **damage** which itself results from pollution or contamination.

**Solar flares**

Solar flares or electrical disturbances or voltage fluctuations.

**Subsidence, ground heave or landslip**

Subsidence or ground heave of any part of the site on which the **property** stands or landslip.

**Theft**

- a) **theft** or attempted **theft** from an unattended vehicle or unsecured **buildings**
- b) **theft** from private premises unless involving violent entry to or exit from the **property**.

**War and nuclear risks, government or public authority order and sonic bangs**

Death, **injury**, **disablement** or loss or **damage** to any **property** or any loss or expense resulting or arising therefrom or any **consequential loss** or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a) ionising radiations from or contamination from radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or hazardous or contaminating properties of any nuclear installation, nuclear reactor or other nuclear assembly or nuclear component thereof
- c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- d) the radioactive, toxic, explosive or hazardous or contaminating properties of any radioactive matter but this exclusion d) will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried stored or used for commercial, agricultural, medical, scientific or other peaceful purposes
- e) except in so far as is necessary to meet the requirements of the compulsory motor insurance legislation in the country in which the insured **event** occurs:
  - i. war, invasion, act of foreign enemy, hostilities whether war be declared or not, civil war rebellion, revolution, insurrection, military or usurped power
  - ii. nationalisation, confiscation, requisition, seizure or destruction by any government or public authority
- f) pressure waves caused by aircraft and any other aerial devices travelling at sonic or supersonic speeds.