

West Sussex County Council

The Insurance Guide

July 2014

The Insurance Guide

Foreword

This guide aims to provide straightforward information about risk management, insurance policies and procedures for the County Council and is intended as a first point of reference. We hope that this document will help you become more aware of general insurance issues and the policies arranged by the County Council and to provide a helpful and useful guide. It does not repeat all the policy terms and conditions but will confirm the basic information that you may need in the event of a claim or if advice is required.

Please contact the Litigation, Insurance and Risk Management Section, hereinafter referred to as LIRMS, who will be happy to help with any questions or advice you may require.

Contact details can be found within the next two pages of this guide.

Insurance and Risk Management is a specialist subject and has developed its own phraseology. A glossary of terms in common use can be found on page 89-94.

Please note that any updates will be automatically posted to the Intranet or WSGFL.

INDEX

	Page
£10 Million Public Liability Indemnity	18-19
Academies	5, 35
Additional Expenses	21
Additional Insurance	25
Adult Education travel insurance	70-75
Adventurous activities	64
Affiliated Groups	61
Age limits - drivers	37
Aided Schools	4-5, 26
All risks cover	21-23, 27
Appendices Index	101
Artificial Pitches	20, 25
Bouncy Castles (Inflatables)	79
Buildings and Contents	20, 24-27
Business travel insurance	70-75
Cash - movement of	28-30
Claim forms	See Appendices
Computer equipment (mainframe)	23
Corporate Manslaughter	32-33
Crown, servants or agents of	53
D1 Licence Entitlement	38-39
Driver assessments	36, 40
Employer's liability	6-10
Engineering Inspections	31-32
Excess layers	18-19
Exchange visits travel insurance	69
Explosion	20-21
Extended Schools	11, 12
FAQ's	84-88
Fidelity guarantee	17
Fidelity guarantee - PTA	80-81
Fire	20-21
Foster parents	76
Foundation Schools	5
Glossary	89-94
Helicopters	16
Hirers insurance	60-62
Home Tutors	11
Insurance Premiums	83
Land charges	7-9
Lettings insurance	60-62
Liabilities insurance	6-10
Libel	7-9
Lifts and lifting equipment	31-32
Lightning	20-21
Locked receptacles	28-29

LOLE Regulations	31-32
Loss of Revenue	58
Machinery and plant	31-32
Marine - small craft	58-59
Maternity and Sickness Insurance	75
Medical Malpractice	12
Minibuses - CC general fleet	37-41
Minibuses - PTA/school association	43-44
Minibuses - Hired in	41
Money insurance - PTA	80
Motor insurance	36-46
Motor insurance excess	36, 47
Mugas	20, 25
Off-Site insurance	63-68
Officials indemnity	6, 7
Oil	20
Personal accident insurance - pupils	48-50
Personal accident insurance	14-16
Personal property	21-25
Premiums	83
Pressure plant/vessels	31-32
Private Finance Initiatives (PFI)	26
Private motor vehicles	45
Products liability	7
Professional indemnity insurance	6-9
Property insurance	20, 27
PTA - public liability	78-81
Public liability	6-10, 11
PUWE Regulations	31-32
Risk Management overview	95-100
Risk Management support/surveys	2
Safes	28-30
School Governors	8-9, 10, 25, 87
School journeys travel insurance	63-68
Self Help Projects	35
Sensory Support Equipment	22
Sheds	20, 24
Sickness and Maternity Insurance	75
Slander	7-9
Small Bus Permits/S19 Permits	40
Third Party Hirers Insurance	60-62
Travel Insurance	70-75
Trust Schools	5
Uninsured Loss Recovery	44, 77
Voluntary Aided Schools	4, 25-26
Volunteers	10, 37, 39, 45
Windscreens	47
Work experience	51-52, 54-56
Works in progress	34
Youth Service	82

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Insurance and Risk Management

- Insurance should be regarded as the last resort and a final protection against loss or damage to the County Council's property and against any claims made against the County Council for legal liability.
- Risk Management is achieved by identifying all factors and risks that threaten the County Council and taking planned and managed actions to eliminate or reduce the potential for losses to occur. Losses should be considered, not only in monetary terms, but also in terms of inconvenience, disruption, effect on staff morale, loss of work, reputation, etc.

Insurance and risk management are processes that run hand in hand and should be embedded in our culture. Risk management is a major feature in maintaining insurance premiums at realistic levels; our insurers reward our good risk management practices by reducing premiums and it also plays an important role towards protecting our internal insurance fund.

The County Council is committed to risk management and generating awareness amongst staff is fundamental to the safekeeping and well being of the County Council's assets and resources.

Risk Management

In addition to the range of insurance policies offered, the County Council also provides a risk management service at no additional cost, in the form of a dedicated Risk Management officer.

The service allows for comprehensive surveys of your site and takes the form of a pre-arranged personal visit, where issues previously identified by risk assessments or areas of concern can be discussed. The surveys are not just about property, but security, staff, pupils and issues in general which affect the day to day running of your business.

Following the visit, each site or school will be issued with a Report which will assist with the development of a business plan and give practical advice, in relation to addressing the issues identified.

With the introduction of new and innovative equipment, especially IT, risk management should be considered constantly with a view to changing or adapting procedures to suit new needs and requirements.

Any queries regarding risk assessments should be referred to the Health and Safety Section and not LIRMS.

A brief overview of Risk Management can be found in pages 95-100. More practical information can be obtained from the Risk Management Officer, LIRMS.

Arranging the County Council's Insurance

The County Council places its insurance out to tender, usually for a three year long term agreement with an option to extend for a further two years. In 2010 the insurance portfolio went out to tender and we are now subject to a five year long term agreement. There are relatively few insurers that are willing or able to tender for Local Authority insurances and the market is limited. Once a tender has been accepted, the insurances placed will protect all County Council business. This cover cannot be deviated from, unless you are a School. Additional separate policies can be arranged whenever necessary for one-off or unusual cover by contacting LIRMS.

Schools Insurance - What are your Options?

If your school has delegated funding for insurance in its budget share, the governing body of the school is responsible for arranging insurance by:-

- Buying private insurance (insuring externally)
- Buying back into the LEA central insurance scheme
- Or a combination of both

There are many types of insurance available in the market; some are compulsory in law, some essential in practice and others desirable. A typical School insurance policy may include up to twenty different types of cover, to include property risks, personal injury risks, financial risks, liability risks and miscellaneous risks.

If you choose to insure externally, you will need to arrange all your insurances personally and the levels of indemnification will need to match those offered by the County Council. It is important that you give the LEA sufficient notice of your intentions to opt out so that you can be given appropriate guidance on the specifications required.

If you choose a combination of both external and internal insurances, the "core" insurances are likely to be placed with the LEA and any specialised or supplementary covers arranged privately, such as motor, travel or supply teacher policies.

The LEA is not obliged to delegate what a school actually has to spend on insurance, only the "appropriate portion" of the County Council's planned expenditure on insurance. If an LEA does not insure, it must delegate the appropriate portion of the amount that it would have spent if it had chosen to insure.

If you choose to insure with the LEA, the funding for your insurance premiums will be retained centrally and the cover placed automatically at renewal. All Schools insuring centrally will also receive a letter concerning the optional insurance policies available. These are the only policies that you will need to request in order to achieve cover.

Aided Schools

The situation for Aided Schools is different. The funding is still delegated to Aided Schools but the Diocese will dictate as to which insurer to use.

The County Council's liability insurances automatically cover the School/Governors for any claims for which they have legal liability, arising from educational use or purpose. However, under the division of responsibility for property in Aided Schools, the Governors are responsible for 10% of any claim and the County Council are only responsible for the following elements:-

- Sports buildings and their contents
- Contents not considered fixtures and fittings
- IT equipment and infrastructure
- Any routine repair/maintenance work
- Capital repairs below £2,000

The Governors are to insure their 10% liability for property and the remainder of any loss would be submitted to the DfE (formerly DCSF) for grant funding.

For example if the main school building were to be lost in a fire, the County Council would only be responsible for the contents not considered to be fixtures or fittings, the IT equipment and the first £2,000 of the claim for capital repairs. The Diocesan Insurers would be expected to pay for 10% of the claim thereafter and the remainder of the loss would be referred to the DfE. Unfortunately the DfE have advised that there is no money available to Aided Schools for these type of losses and that the cost of the rebuild would be expected to be obtained from LCVAP funds.

The County Council cannot guarantee that any monies would be available as all funds are already allocated and in order to guarantee the School's future, the County Council's insurers were asked to create a policy to enable the DfE element to be insured, the premium being paid for by the Aided Schools.

The Church of England Diocese has instructed all Aided Church of England Schools to insure their property through the County Council's insurers. This includes the 10% Governors liability for the division of responsibility for property.

As at April 2013, the Catholic Diocese instructed all Aided Catholic Schools to insure their property and works in progress risk through Zurich via the Catholic Church Insurance Association. The County Council have been asked to insure the contents. All claims will therefore be negotiated between the two insurers concerned. All other policies will be provided by the County Council.

Trust/Foundation Schools

A Trust/Foundation School is considered to be independent from the County Council from the date of its implementation. The Governing Body of a Trust/Foundation School will be responsible for arranging its own insurance policies. It is expected that similar policies to that provided by the County Council should be obtained with sufficient indemnity limits and benefits.

The Governing Body is at liberty to approach the insurance market and source its own policies or alternatively the County Council's insurers will continue to insure Trust/Foundation Schools under the existing policies on exactly the same basis as they have been insured previously. A decision to remain covered by the County Council's policies would result in continuity of cover and reduce uncertainty. A formal written request would be required from the Governing Body in order for the County Council's policies to continue.

Academies

An Academy is independent from the County Council from the date of its conversion. The Governing Body of an Academy will be responsible for arranging its own insurance policies.

As funding for the Academy is received directly from Government, rather than via the County Council, we have no insurable interest in the School and the Academy's Governing Body must source its own policies effective at its date of conversion.

Insurers and brokers are offering all encompassing policies that have been developed specifically for Academies. Please contact Sharon Andrews in LIRMS if you would like further information.

County Council's Central Insurance Arrangements

There are two main areas of insurance, Liability insurances and insurances that cover tangible items such as property, people, money or contents for example.

Liability Insurance

Liability insurance is arranged automatically and applies to all areas of the County Council's business and its employees.

Liability insurance indemnifies the County Council in respect of its liabilities in tort; a tort is defined as a "civil wrong". Liability in tort arises from a breach of duty towards others which is fixed by law and which can be redressed by a claim for damages. Damages awarded by the Courts are governed by a system of precedents. Claims could arise from acts or omissions relating to negligence, nuisance, trespass, defamation or breach of statutory duty amongst others.

Most of the claims made against the County Council relate to negligence. An example of a claim made against Schools would be failure to educate or something as simple as a teacher confiscating jewellery, which is then stolen whilst in their care. The largest number of claims received by the County Council relate to pavement trips and highway claims.

Contractual liability is completely different and is not covered by the County Council's liability insurances. Contractual indemnities can be wide ranging and we are liable under the terms of that contract, once signed, whatever the terms maybe. It is advisable that you contact LIRMS should you need advice on whether to sign any new contracts, licences or indemnities.

The Liability Policies and Limits of Indemnity

Policy Number: 21005092

Our liability policy covers the following areas:

Employers Liability	- £50 million
Public Liability	- £50 million
Officials Indemnity	- £5 million
Libel and Slander	- £5 million
Land Charges	- £5 million
Professional Indemnity	- £5 million
Pollution Legal Liability	- £5 million

The County Council's current liability insurance policies are held with AIG Europe Ltd and the policy expires annually on the 29 September.

The County Council is liable for the first £250,000 of every claim (the excess) under any of the liability policies. The excess is not payable by the Directorate involved in the claim, but is funded by internal insurance provisions, arranged by the County Council.

The County Council's insurance broker is Marsh Limited and a copy of a letter briefly listing the policies we hold, follows (see Appendix 3). This letter can be produced to any external parties who wish to see confirmation of the County Council's insurances.

The County Council's Liability Policies

What are they and who is covered?

Employers Liability - indemnifies the County Council for all sums that it may become legally liable to pay in respect of injuries sustained by an employee arising out of and in the course of their employment.

This policy would also extend to volunteers, students on work experience, agency staff etc

Public Liability - indemnifies the County Council for all sums that it may become legally liable to pay in respect of accidental injury or accidental damage, arising from the County Council's negligence or arising from accidental trespass, obstruction etc.

This policy covers the actions of all employees, volunteers and Governors. It also covers Governors and Trustees of Schools including Voluntary Aided, Controlled and Special Schools where claims have arisen out of the use of such schools for educational purposes.

Products Liability - indemnifies the County Council for all sums that it may become legally liable to pay in respect of accidental injury or accidental damage arising out of products we produce.

Officials Indemnity - indemnifies the County Council for all sums that it may become legally liable to pay as compensation occasioned by any negligent act or accidental error or omission committed or alleged to have been committed by our employees in pursuit of their duties.

- Libel and Slander** - indemnifies the County Council for all sums that it may become legally liable to pay as damages for libels in publications and slanders in oral utterances.

This policy covers all employees and Members of the County Council for libels and slanders whilst in the discharge of official duties or during official business meetings or committees.

- Land Charges** - indemnifies the County Council against any loss or claim arising from or in consequence of any act or omission by employees, officers or servants in regard to information given concerning land or buildings in respect of which the County Council is required to maintain registers.

- Professional Indemnity** - indemnifies the County Council for all sums that it may become legally liable to pay for breach of professional duty or dishonesty, arising out of the business of the County Council.

This policy covers employees, agents or their predecessors for breach of professional duty by reason of any neglect, error or omission or occurring or committed in good faith. It will not cover any person committing or condoning any fraudulent act or omission but will protect the County Council. (This policy is only available if the particular activities have been declared to the insurer, via LIRMS.)

- Pollution Legal Liability** indemnifies the County Council for all sums that it may become legally liable to pay for off-site clean-up costs and third party claims for off-site bodily injury and property damage arising from incidents of pollution, as defined in the policy.

Who is covered by the County Council's Insurances?

Persons Covered

Policies

	1	2	3	4	5	6	7
Any employee	Y	Y	Y	Y	Y	Y	Y
Any member	Y	Y	Y	Y	Y	Y	Y
Any principal for whom the insured has been carrying out work but only to the extent required by the contract for the work	Y	Y	N	N	N	N	N
Any governor, manager, trustee and/or head teacher of a community or community special schools, colleges and similar establishments under the control of the insured for claims arising from education purposes or whilst engaged on their official duties and activities as governors, managers or trustees of such schools	Y	Y	Y	Y	N	N	Y
Any governor, manager, trustee and/or head teacher of a voluntary aided or voluntary controlled school within the insured's area arising out of the use of such schools for educational purposes or whilst engaged on their official duties and activities as governors, managers or trustees of such schools	Y	Y	Y	Y	N	N	Y
Any person in the employment of governors, managers, head teachers and/or trustees of voluntary aided or voluntary controlled schools within the insured's area arising from the voluntary organisation or supervision of games, sports, camps, journeys and other similar activities on behalf of the assured which are complementary to but not part of their contractual duties.	Y	N	N	N	N	N	N
Any member of the Duke of Edinburgh Award Scheme committee where the insured is the operating County Council - only for claims arising out of award activities	Y	N	N	N	N	N	N
Any members of the insured's Youth Offenders Team	Y	Y	Y	Y	N	N	N
Any organisation which undertakes the supervision and control of and also participates in a Community Service for Offenders Scheme or Supervised Attendance Order Scheme operated by the insured	Y	N	N	N	N	N	N
Any lay or official visitors	Y	N	N	N	N	N	N
Any foster parent, registered day carer, community carers, home helps, guardian ad litem and the like appointed by and under the guidance and supervision of the insured - for claims arising out of their activities connected with their business	Y	N	N	N	N	N	N
Any householder who is injured by the insured's home helps or pupils under the insured's Community Works Placement scheme, where such injury arose from the householder's utilisation of such services	Y	N	N	N	N	N	N
Any householder in respect of legal liability for bodily injury sustained by any of the insured's home helps, care staff or special educational assistants whilst such householder utilises the insured's home help or care or special education services	N	Y	N	N	N	N	N
Any party with whom the insured enters into a contract lease or other agreement to the extent required by the contract, lease or other agreement	Y	N	N	N	N	N	N
Any voluntary worker or person volunteering to assist the insured in the discharge of its functions (included under the definition of employee)	Y	Y	N	N	N	N	N
Any Extended School, if the committee is part of the School Governing body (included within the definition of employee or governor)	Y	Y	N	N	N	N	N
Any member of the committee for the time being of Parent Teacher Associations or other bodies associated with schools, colleges, hoes for the elderly, museums, libraries or other establishments controlled by the Insured in respect of legal liability arising out of the performance of their duties in an official capacity as a member of such committees	Y	Y	N	N	N	N	N
The committee for the time being of the School Organisation Committee in respect of any legal liability arising out of such Committee	Y	N	Y	Y	N	N	N
Any inspector or independent person carrying out inspections of educational establishments under the control of the Insured on behalf of	Y	Y	Y	Y	N	N	N

the Office for Standards in Education							
Any Coroner acting on behalf of the Insured in connection with the business	N	Y	N	N	N	N	N
The Insured's rent officers and registrars of births, deaths and marriage within the Insured's area and their staff	Y	Y	Y	Y	N	N	N
The Chief Land Registrar or local registrar of land charges	Y	Y	Y	Y	N	Y	N
Any owner or supplier of plant hired in by the Insured but only to the extent required by the conditions of the hire	Y	Y	Y	Y	N	Y	N
Any trustee for the time being of the Insured's Superannuation Fund, but only in respect of any legal liability arising out of the ownership of the Premises	Y	N	N	N	N	N	N

Key to Policies

- 1 - Public Liability or Third Party
- 2 - Employers Liability
- 3 - Official's Liability
- 4 - Libel & Slander
- 5 - Land Charges
- 6 - Professional Indemnity
- 7 - Pollution Legal Liability

Home Tutors

If employees and volunteers are carrying out business for and on behalf of the County Council, cover will be provided under both the liability and personal accident policies, no matter where they are carrying out that business.

Consequently tutors working in private residences will still receive cover under the policies as described on pages **8 to 9**.

If an employee or volunteer was injured, caused by the negligence of the householder it may be possible to claim under the householder's buildings and contents insurance. Householders cannot be compelled to take out buildings and contents insurance and therefore this is not always possible. If this is the case, an employee or volunteer could still claim under the Personal Accident policy for any serious injury or disability caused.

Employees and volunteers personal possessions will not be covered by the County Council policies unless they have been specifically requested to bring an item to assist them in the course of their duties or if an item has been lost or damaged whilst entrusted to the care of the County Council or its servants or agents.

Extended Schools

If an Extended School's (breakfast clubs, after school clubs, adult or community provision) committee is part or all of the governing body, the committee would receive the same liability insurance cover as the School's governing body. If staff are employed by the School's governing body to run the Extended School provision and are WSCC employees, they would receive the same insurance cover as any other WSCC employee.

If the committee opts to employ or use an outside provider or contractor, that provider would need to supply evidence of its own insurance policies, with Public Liability insurance of at least £10,000,000.

Medical Malpractice

The County Council does not hold medical malpractice insurance at this time. Our Public Liability Insurers do insure for certain non-invasive treatments or procedures, however medical malpractice cover is perceived to be beyond the remit of the insurance required for a Local Authority. Please see Appendix 4 for the Medical Procedure Audit or schedule for some of the more common procedures that the Insurers will or will not cover under the policy.

It is understood that it is not always possible for a health professional to visit schools to undertake medical procedures and in such circumstances parents will look to and request the school to assist. The County Council will support the school as long as all reasonable and appropriate measures have been put in place to safeguard both the pupil and the school.

Reasonable measures should include a healthcare plan being drawn up in accordance with the current guidance from the DfE (Managing Medicines in Schools and Early Years Settings). The plan will be prepared with joint consultation between the pupil's parents/carers and medical professionals and must record the pupil's needs and procedures to be undertaken. Those administering treatments must be appropriately trained and have attained a suitable standard of proficiency to be able to meet the pupil's needs. There must also be a sufficient number of trained staff to undertake the necessary procedure on a day to day basis.

Although staff will be, in effect, uninsured whilst carrying out the procedures not covered by the liability policy, any legal liability attaching to the County Council and or its employees, servants or agents, **will** be wholly covered and funded from the County Council's own insurance fund. There would therefore be no call upon Adults and Children's Services or School budgets.

How to claim under the liability policies

It is a condition of the policy that written notice of any incident that may give rise to a potential claim, must be given as soon as reasonably practicable to LIRMS.

There are no claim forms available for any of the liability policies. All claims must be notified in the form of a letter and addressed to the:-

Litigation, Insurance and Risk Management Section
Legal Services
West Sussex County Council
County Hall
Chichester
West Sussex
PO19 1RQ

Any writ, summons or documentation received relating to the claim should also be forwarded as soon as possible.

Please note that the County Council only have 14 days in which to acknowledge receipt of a claim.

The LIRMS Claims team has the Insurer's authority to handle and settle claims up to but not exceeding £50,000 in-house, in relation to Third Party (Public Liability) and Employers Liability matters.

The Insurers must be notified of any claims estimated to exceed £50,000. The Insurers will then make a judgement as to whether they are dealt with in-house or by the insurance company.

In any event, first notification should always be made to LIRMS and the team will remain your contact point for the duration of the claim.

Personal Accident Insurance

Policy No 0010626491

This policy covers employees, volunteers and members and it will also cover our school pupils whilst attending a work experience scheme.

If, whilst carrying out County Council business, one of the above sustains bodily injury by accident, assault, unavoidable exposure to the elements as a result of which death or permanent disablement occurs independently of any other cause within 24 months of sustaining that injury, an amount of money or benefit will be payable to that person under this policy.

Exclusions under this policy are:-

- intentional self-injury
- suicide or attempted suicide
- flying as a pilot
- sickness or disease (not resulting from bodily injury)
- any naturally occurring condition or degenerative process which is known to the insured person and their GP
- any gradually operating cause

Although this policy does apply to employees and volunteers who are 75 years and over, benefits are reduced to 10% of the sum insured or £20,000 whichever is the lesser figure. This is a condition of the policy and has not been imposed by the County Council.

The death or capital sum benefit for Members aged 75 and over is £50,000 with only out of pocket expenses for temporary total disablement.

Payments made in respect of disability or death, are detailed in the following Scale of Capital Sum and the Continental Scale of Benefits.

Scale of Capital Sum

Death or certain injuries as described below will result in set figures of benefits being awarded.

Death

Loss of one eye or one limb

Loss of both eyes or two or more limbs or loss of one eye and one limb

Loss of speech

Loss of hearing in both ears

Loss of hearing in one ear

Permanent total disablement

Employees will be insured for a set amount, calculated at 5 x their annual salary (maximum individual limit of £1.5m)

Volunteers and Members will be insured for a set amount of £200,000

Pupils on work experience will be insured for a set amount of £30,000

Temporary total disablement for Members and Volunteers is £200 per week for up to two years and £50 per week for students on work experience.

Benefits for permanent partial disablement under the Continental Scale are assessed as a percentage, depending on the degree of permanent disability, of the insured amount or Capital Sum, as shown below.

Continental Scale of Benefits - Permanent Partial Disablement

Permanent severance or permanent total loss of use of	Percentage of Capital Sum
a) one thumb	30%
b) forefinger	20%
c) any finger other than a forefinger	10%
d) big toe	15%
e) any toe other than a big toe	5%
f) shoulder or elbow	25%
g) wrist, hip, knee or ankle	20%
h) lower jaw by surgical operation	30%
i) Permanent disability which is not provided for on page 14 or any of the benefits above	Up to a maximum of 100%
j) Paraplegia	£ 25,000
k) Quadriplegia	£100,000
Section A Treatment received in a dental surgery or in an A&E department of a Hospital to sound and natural teeth	Up to a maximum of £2,500

When more than one form of disablement results from the same accident the percentages from each injury are added together but the Insurer will not pay more than 100% of the Capital Sum other than for Paraplegia and Quadriplegia which will be payable in addition to the Capital Sum.

How to claim under the Personal Accident policy

All accidents must be reported and recorded in accordance with the guidance from Health and Safety.

All accidents involving serious injury or death must also be reported to LIRMS immediately. Any correspondence received from the injured party or their representatives must be passed to LIRMS, unanswered.

A claim should be made in writing to LIRMS who will deal with the claim in-house, under guidance from the Insurers. The Insurers will deal with all claims. Your point of contact will always be the LIRMS team. Please see Appendix 1 for a claim form.

Use of Helicopters and Light Aircraft

The Personal Accident policy specifically excludes cover for Members, employees, volunteers or students whilst flying in helicopters or light aircraft. Personal Accident insurance can be obtained specifically for any person who needs, as part of their duties or employment for the County Council, to fly in helicopters or light aircraft. Please contact LIRMS to arrange cover.

Fidelity Guarantee Insurance

Policy no: 31006832

This policy covers loss of money or other property, belonging to the County Council or in its trust or custody and for which it is legally responsible occurring as a direct result of any kind of fraud or dishonesty of any Employee.

A loss is covered under this policy only if first discovered:

- (i) during this policy period
- (ii) not later than 24 months following:-
 - a) the termination of the policy
 - b) termination of any coverage part of this policy which applies to such loss
 - c) cancellation or termination of this policy as to any insured

The County Council is covered against the fraudulent actions or omissions of any employee up to the sum of £10,000,000 and for a few specific post holders within the Council, up to £25,000,000.

Any loss, which may result in a claim, should be notified to LIRMS as soon as practicable. The policy carries a £100,000 excess and therefore claims below this amount will be dealt with in-house.

Exclusions to the policy are:-

- Any loss arising out of any act of fraud or dishonesty committed by any person guaranteed, in respect of whom the system of selection and control have not been properly applied for (or applied at all)
- Any loss arising out of or contributed to by the Insured failing to exercise properly the systems of selection and control
- Any loss arising out of any act of fraud or dishonesty committed by any person guaranteed, after the Insured or any person acting on behalf of the Insured has become aware of or has reasonable grounds for suspicion of any act of fraud dishonesty or improper or irregular conduct
- Any loss of interest or consequential loss of any kind

£10 Million Public Liability Insurance Requirement

Service Providers or Contractors

The County Council's requirement for £10 million public liability insurance from service providers, contractors and hirers still stands.

However, the Cabinet has decided that there is now discretion to reduce the requirement to a minimum of £5 million, if certain criteria are satisfied. Each directorate has been instructed to issue a risk matrix with clear definitions as to the type of activities that are appropriate to attract a £5 million public liability insurance requirement. This will enable each school, social and caring centre, library etc to make an informed decision as to the level of insurance required from service providers, contractors and hirers.

When exercising your discretion some areas to consider are:-

- The likelihood of risk or harm that may be caused to staff, children, third parties and the County Council as a whole
- Protection for the County Council against residual liability
- The nature of the work/activity
- The type of service or contract
- The location and proximity to members of the public
- The size of the company in question

For example, a gas engineer, roofer or builder would be expected to have £10 million public liability insurance whereas a piano tuner, dance troupe or football coach may only require £5 million public liability insurance.

If you have not received a copy of a risk matrix from your directorate, you should still refer any requests for a reduction in the public liability insurance requirement to LIRMS. Any contractor, hirer or service provider will need to provide a detailed risk assessment for the service, works or hire intended, together with a copy of their public liability certificate. Confirmation of the decision will be made in writing to the group or company concerned for production to whosoever requires it.

Checking insurance certificates

There are some areas to look at carefully when checking insurance certificates:-

- Ensure that the £5 million or £10 million is "any one event or occurrence" and not "in the aggregate"
- Reference to a sum "in excess of" means two or more policies have been created to sit one on top of the other thereby providing a total amount of cover. This is acceptable, but you will need to see evidence of all the policies.
- Two policies of £5 million where one is **not** "in excess" of the other would stand side by side and this is **not** acceptable if a £10 million policy is required.
- Finally the obvious, checking the policy is in date.

If you have any doubts or concerns about reducing the public liability requirement or the checking of insurance certificates please contact the LIRMS team.

Insurance for Property and Buildings

Material Damage

The County Council owns a vast amount of properties. All owned buildings, and contents whilst contained in those buildings, are insured for material damage caused by:-

- Fire
- Lightning
- Explosion

The County Council arranges this policy automatically.

The insurance applies to all main buildings, including hatted classrooms and to items attached to those buildings, ie: alarm systems, security lighting etc and artificial pitches (if notification has been given to LIRMS of its existence).

Sheds and their contents, greenhouses, site huts, play equipment, fencing, plants, artificial pitches etc are not automatically covered by the insurance, however special arrangements can be made to insure these items if required, which will incur an additional premium. Please see Additional Insurance on page 25.

The County Council's excess under the Material Damage policy is £100,000. Any claim estimated to exceed the excess will be dealt with by the Insurers, AIG. All claims below the excess will be dealt with in-house by LIRMS, provided the claim has been caused by an insured peril.

In recent years we have had a number of claims resulting from oil leaks; these claims will not be covered in-house if they fall below the £100,000 excess. Claims over and above the excess will be dealt with by the insurers.

Loss Adjusters may be required to assess the damage or loss for certain types of claim ie: fire damage. LIRMS or AIG will instruct them if necessary.

Additional Expenses or Business Interruption

The cost of additional expenses incurred following a material damage loss, as a result of fire, lightning or explosion are recoverable providing they were necessary to maintain effective administration.

Examples of additional expenses would be:-

Alternative accommodation, transportation, additional staffing etc.

Contents

All contents are covered for loss or damage by fire, lightning or explosion on a replacement basis, unless the item was so old it is judged to have had no pre-incident value.

Personal property belonging to employees, governors, pupils etc will only be covered if damaged or lost by fire, lightning or explosion. The insurers will not provide cover but the County Council's internal insurance fund will cover any replacement costs.

If personal property is lost or damaged because of the School's/Council's negligence, a claim can be made against the Public Liability policy.

All Risks Insurance

A variety of equipment is also covered for damage or loss caused by the following:-

- Theft (where there are visible signs of forced entry)
- Accidental or malicious damage
- Aircraft
- Earthquake
- Impact
- Riot
- Civil commotion

The All Risks insurance is not a "new for old" policy. Any settlement made in respect of a claim will have taken into account the age and value of the property at the time of the loss or damage.

The cover will only apply to those contents in lockable buildings owned, leased or occupied by the County Council or contents in the possession of its employees or whilst anywhere in Europe in the custody of an authorised person. (Sheds, greenhouses and huts are not regarded as lockable buildings for the purposes of this policy)

Any item claimed for must be included on the School or office inventory, to show the type of equipment, make, model, serial number, purchase date and price.

Examples of the items covered for all risks are:-

Office equipment: fax, photocopiers, computers (not software), telephones, laptops, ipads, switchboards, printers

Audio visual equipment: televisions, dvd players, camcorders, radios/cd stereos, digital cameras, cameras, recording or language laboratory equipment, overhead projectors, interactive whiteboards, multimedia projectors, sensory support equipment

Science equipment: microscopes, balances, meteorological equipment

Domestic science: cookers, refrigerators, freezers, microwaves, all electrical appliances, sewing and knitting machines

Musical instruments and cases, including organs

Swimming pool filtration systems and pool covers

Fire & Rescue Service cutting equipment and associated items held at fire stations

Where the above equipment is portable it will be insured away from the School/building/office whilst being used for County Council business by an employee or authorised person including voluntary helpers and students. It must be in their direct possession and contact. Theft or damage to equipment left in unattended vehicles will not be covered.

If an item is stolen or damaged whilst in a private residence, the County Council's policy acts on a contingency basis only. Initially a claim should be made under the household policy. If the claim is declined by the household insurance, a claim can then be made against the County Council's policy.

Theft or damage to equipment left in unattended private residences for more than 48 hours will not be covered by the County Council's policy in any event. Items should be returned to the School, office or County Council building if they are to be left unattended in a private household for more than 48 hours.

Property, of a similar nature to that specified, on loan to the County Council or for which the County Council is responsible will be covered under this policy.

Employees own property, including clothing, tools etc is not covered under the All Risks policy.

Vehicles belonging to employees or third parties are not covered by County Council policies whilst left on County Council premises. All vehicles are left at your own risk.

Mainframe Computers and Peripheral Equipment

Capita are now responsible for insuring the mainframe computers and for desktops, laptops etc. in non-school buildings.

Cover under the County Council's policy in respect of the mainframe computers is restricted to reinstatement of data and any additional costs of working as follows:-

- | | |
|-------------------------|--|
| A - Material Damage | - this includes sudden and unforeseen damage arising from any external cause ie fire, theft, flood, malicious acts, impact and entry of foreign bodies, also breakdown outside of the maintenance agreement. |
| B - Loss of Data | - by accident, fire, breakdown, denial of access, failure of the electricity supply, failure of telecommunications and erasure. |
| C - Additional Expenses | - caused by any loss or material damage as in A and B above |

	SUMS INSURED	EXCESS
Section A	n/a	n/a
Section B	£2,500,000	£100,000
Section C	£1,000,000	£100,000

Buildings and Contents Or - Balance of Risk Insurance

This is an optional policy for Schools only and will incur an additional premium. The premiums for this policy are currently £2.50 per pupil for Primary Schools and £2.75 for Secondary or Special Schools.

This policy covers **all contents** held within the School premises and also extends to include carpets, décor, windows, doors, ceilings, roofs, etc on a new for old replacement basis. Swimming pools their accessories and facilities will also be covered providing their value has been included within the overall property valuation for insurance.

The policy covers loss or damage caused by all of the perils listed under the All Risks policy and it also includes the following perils:-

- Burst pipes
- Impact
- Flood
- Storm/tempest
- Theft (not restricted to forced entry)
- Accidental and malicious damage

Contents will only be covered if kept in lockable buildings. Sheds and outbuildings are not classed as lockable for the purposes of this policy. Property kept outside will not be covered. (See Additional Insurance page 25)

An excess applies to this policy in respect of each and every claim. The excess is payable by the School but is usually deducted from the settlement offer:-

Primary Schools - £150 excess

Secondary/Special Schools - £200 excess

Although theft is not restricted to forced entry under this policy it is a condition that laptops, tablets and similar portable IT equipment should be secured out of sight in lockable storage when not in use or secured by security loops at all other times. Ceiling mounted projectors should be fitted with security cages where possible. These particular items will only be covered where there are visible signs of forced entry in any event.

It should also be noted that more emphasis is being placed on security issues and lack of security may result in settlement offers being reduced.

Personal property belonging to employees will only be covered under this policy if the item has been bought into School for the students' benefit ie:- a teacher's guitar for participation in a lesson.

Additional Insurance - for buildings/contents not usually covered

All items kept outside and not attached to main buildings are not automatically covered under the insurance. This would include all playing surfaces, artificial pitches (unless specific notification has been given to LIRMS), goal posts, picnic tables, notice boards, play equipment, sheds, gazebos etc and canopies (unless directly attached to the school building).

Specific All Risk (fire, theft and damage) cover for such items can be requested from the insurers. Please contact LIRMS to request such cover. The item/s would be covered under an individual policy and an additional premium will be payable by the School or Directorate. This type of policy usually carries a £100 excess per claim, payable by the School or Directorate.

Any claims should be forwarded to LIRMS initially who would then forward the matter to the insurers for processing.

Aided Schools

Legislation dictates the way in which the responsibilities for buildings are divided between the County Council and Aided Schools Governors. As of April 2002, the County Council's building and contents responsibilities were limited to:-

IT equipment and contents not deemed to be fixtures or furniture
Sports pavilions/buildings on playing fields and their contents,
Revenue repairs - routine repair/maintenance,
Capital repairs below £2,000 in value

Aided School Governors are required to insure 10% of the full replacement value of their buildings, the remaining 90% of any claim to be met from a DfE (formerly DCFS) grant, which must be applied for by the Governors.

The County Council's property insurer offered both Diocesan authorities an option to cover their 10% liability through them or alternatively they could continue with their existing arrangements.

The Church of England Diocese opted to insure their Governors property liabilities and the DfE element with the County Council's insurers and consequently their insurance claims will be dealt with in the same way as the non-aided schools.

As at April 2013, the Catholic Diocese has opted to insure all of their property liabilities with an external insurer via the Catholic Church Insurance Association. This cover would include any 'works in progress'. The Council has been asked to provide insurance cover for contents and for all other policies required. In the event of a claim, responsibility would be negotiated between the two insurers.

Private Finance Initiative (PFI) Schools

The County Council is only required to insure the equipment it has purchased for PFI Schools. Currently the only items insured are IT equipment, library books and consumables, ie: paper, pens etc. All other insurances relating to buildings and their contents will be covered by the policies taken out by the private sector partner.

Any claim would need to be referred to both the County Council and the private sector partner for the liabilities to be assessed. Any claim considered by the County Council carries a £200 excess.

How to claim under the All Risks and Buildings and Contents policies

It is a condition of the policy that written notice of any incident that may give rise to a potential claim, must be given as soon as reasonably practicable to LIRMS.

A claim form must be completed and returned to LIRMS within 28 days of the date of the loss or incident. Failure to notify within 28 days may have an adverse effect on the settlement of the claim.

There are three different claim forms that may be used in respect of this type of loss:

- LIRMS Malicious and Accidental damage claim form (Appendix 6)
- LIRMS Theft claim form (Appendix 5)

If the loss is major ie: the claim is approximated at over £100,000, the claim will be dealt with directly by the Insurers, however, the claim should still be forwarded to LIRMS in the first instance. Please complete the forms as fully as possible, as any blanks may cause delay in the settlement of your claim.

Original purchase invoices must be forwarded, together with replacement estimates or repair invoices. If the loss is large or the quotation exceeds £2,000 in value, ie new flooring, a second and third quote may be requested for comparison. Where loss adjusters have been instructed all expenditure must be authorised by them prior to any instruction or payment.

Once the required documentation is received a settlement offer will be made, which will be nett of the excess and VAT, where applicable. Written confirmation of acceptance of the offer will be required and once received the settlement will be made by journal transfer, direct to the School or Directorate's budget code.

The LIRMS team will deal with any claims below the policy excess of £100,000, in-house. The Insurers, AIG will deal with any claims above the excess, but your contact in respect of the claim will always be the LIRMS team.

Cash/Money Insurance

The County Council automatically arranges this policy. The policy covers loss of money, crossed cheques, postal orders, postage stamps, bonds, meal vouchers and travel tokens, being the property of the County Council or for which it is responsible or entrusted with.

If you can identify your safe by make and model, please contact LIRMS who will be able to confirm the cash sums insured, as agreed by the Insurers for that particular model.

There are a large number of metal deed boxes in offices and buildings that although having the appearance of safes are only regarded as "locked receptacles" for the purposes of insurance. Only **one** locked receptacle is allowed per establishment for insurance purposes. In the case of split sites, a locked receptacle can be used and insured at each site.

Movement of Cash

It is difficult to maintain secrecy regarding the movement of cash. Movement and knowledge should be restricted. Cash carrying routes and facilities should be surveyed and obvious ambush points or vulnerable areas noted by the person responsible for planning cash movements. Times of collection, routes and deposits should be varied if possible; it is better to carry small amounts of cash on the person rather than in a bag or case.

If a particularly large consignment of cash needs to be moved, the police should be informed and whenever possible, a car should be used or the use of a security company should be considered.

Movement of Cash in Vehicles

If a vehicle is being used, you should be aware that accidents can be faked or police can be impersonated. An attack is most likely to occur when cash is transferred from the bank to the vehicle or from the vehicle to the office.

Money should never be left in an unattended vehicle as any loss from an unattended vehicle is NOT insured. Any employee using a vehicle to transport cash to or from a bank MUST make sure that the vehicle/drivers insurance covers 'Business Use', unless otherwise confirmed by the driver's insurers.

It is recommended that amounts in excess of £5,000 be conveyed by a vehicle.

Negotiable Money	Sum Insured
1. in the premises outside business hours or not attended <ul style="list-style-type: none"> i. not contained in a locked safe or strong room ii. in a locked safe or strong room 	<ul style="list-style-type: none"> £100 £10,000 (unless safe is specifically rated otherwise)
2. in the private dwelling of the Insured or of any other person to whom the money is entrusted	£100
3. in the premises during business hours and attended	£25,000
4. whilst in transit	£25,000
5. uncrossed cheques in transit by standard post <ul style="list-style-type: none"> a. any one cheque b. any one period of insurance 	<ul style="list-style-type: none"> £500 £20,000
6. uncrossed cheques bearing the facsimilie signature of an authorised officer of the Insured being issued or put into circulation without the authority of the Insured <ul style="list-style-type: none"> a. any one cheque b. any one period of insurance 	<ul style="list-style-type: none"> £500 £20,000
7. in a bank's night safe until such time as the bank accepts responsibility for such money	£25,000
Non-negotiable Money	
1. crossed cheques in transit by standard post <ul style="list-style-type: none"> a. any one cheque b. any one period of insurance 	<ul style="list-style-type: none"> £25,000 £500,000
2. damage to safes or strong rooms which usually contain money caused by theft or attempted theft	Cost of repair or replacement
3. damage to bags or other containers used for the carrying of money	Cost of repair or replacement
Negotiable Money Carrying Proviso	
1. one able bodied adult	£10,000
2. two able bodied adults	Between £2,501 and £6,000
3. three able bodied adults	Between £6,001 and £12,500
4. by a security company conforming to BS7872 (1996)	Over £12,501

Money and Robbery - Personal Accident Assault Benefits	
1. death	£10,000
2.disablement - loss of one or more limbs or eyes	£10,000
3.permanent total disablement other than by loss of limb or eye from usual occupation	£10,000
4.temporary total disablement from usual occupation for a maximum of 104 weeks not necessarily consecutive	£100 per week
5.clothing and personal effects	£500

How to claim under the Cash in Transit policy

It is a condition of the policy that written notice of any incident that may give rise to a potential claim, must be given to LIRMS as soon as reasonably practicable.

A LIRMS Cash claim form (Appendix 7) must be completed and returned to LIRMS within 28 days of the date of the loss. Failure to notify within 28 days may have an adverse effect on the settlement of the claim. Please complete the form as fully as possible as blanks may cause delay in the settlement of your claim.

Documentation in support of the loss must be attached to the claim form, ie: a receipt book, accounts or spreadsheets. Claims less than £100 will be dealt with in-house by LIRMS and no excess will apply. Claims over £100 will be dealt with by the Insurers.

Once the documentation has been received, a settlement offer will be made, which will be nett of the excess. Written confirmation of acceptance of the offer will be required and the settlement will then be made by journal transfer, direct to the School or Directorate's budget code.

Counterfeit notes are not covered under this policy. If one is received it should be reported to the Police immediately. If you know who passed the note to you, they should be informed that unless the amount is made good, the County Council will take them to Court.

Engineering Inspections - Lifts and Pressure Plant

Provision & Use of Work Equipment Regulations 1998 (PUWER) Lifting Operations & Lifting Equipment Regulations 1998 (LOLER)

This Health and Safety legislation requires that specified equipment must be checked on a regular basis, by an independent engineer, which is separate to any maintenance inspections already carried out. We have an arrangement with the insurers which requires them to inspect the plant in line with statutory provisions. However this is not automatic and the insurers will need to be advised of equipment that needs to be inspected if it is not already on their schedule.

It is the property users statutory obligation to have the specified equipment inspected in line with the legislation, and in the case of Schools, this means the Head Teacher/Governing Body.

Failure to comply with the legislation could result in HSE fines (which would not be covered by Insurance) and in the worst case scenario, corporate manslaughter charges in the event of a fatality.

On request to LIRMS, we will arrange for the Insurer's engineers (HSB Engineering) to carry out the inspection and issue the necessary inspection reports, which may or may not require immediate works or removal. The cost of the inspections will be borne by the School or Directorate responsible. Any item deemed in need of repair must not be used until repairs have been affected. A schedule of all equipment requiring inspection is available from LIRMS. Once a schedule has been produced by the Insurers, we need to report any new or obsolete equipment to them. Initial notification should be made to LIRMS or your Property Representative.

Categories of machinery to be inspected are as follows (this is not a comprehensive list and further information is available by contacting LIRMS):-

- Hot water boilers, including connected pipes, radiators, calorifiers and storage cylinders
- Air and inert gas pressure vessels and vacuum vessels (excluding refrigeration vessels)
- Hot water café boilers including urns
- Steam pressure vessels including pipes, radiators and storage cylinders

Steam boilers, steam generators, economisers, super heaters, self fired steam pressure vessels

- Runways, gantries and other suspension structures
- Lifting tackle (slings, shackles etc)
- Manual lifting machines (excluding cranes, stackers and fork lifts)
- Patient hoists
- Manual cranes, stackers and fork lifts
- Powered lifting machines, comprising fixed and portable jib cranes, overhead travelling cranes, crane bridges, hook hoists, blocks and winches (excluding mobile cranes, travelling cranes and tower cranes)
- Power operated lifts and platform hoists with fixed guards
- Stairlifts

HSB are only contracted to provide inspections for certain equipment and in some instances you will need to arrange for a contractor to inspect the items not covered under the contract with HSB.

Corporate Manslaughter & Corporate Homicide Act

The Corporate Manslaughter & Corporate Homicide Act 2007 became law on the 6th April 2008. A new offence of corporate manslaughter was created in addition to existing Health and Safety offences. The Act creates no new obligations or duties but simply makes it easier for organisations to be prosecuted for corporate failings.

An organisation is guilty of an offence if the way in which its activities are managed or organised causes a person's death and amounts to a gross breach of a relevant duty of care. An organisation is guilty only if a substantial element of the gross breach of duty is at senior management level.

This law applies to Governing Bodies, central and local government, most companies, corporate bodies, partnerships, the NHS and the Police.

A senior manager would be someone whose management responsibilities relate to the whole or a substantial part of the organisation's activities, including those in the direct chain of command or in strategic, regulatory or compliance roles. Management conduct will be considered collectively as well as individually.

The key to avoiding prosecution:-

- Rigorous compliance with Health and Safety
- Consideration of the systems in place
- Review risk assessments and take any necessary action to address risks identified
- Keep Health & Safety under constant review
- Ensure that systems and records are up-to-date and that they demonstrate compliance with health and safety laws
- Ensure clear lines of delegation, clear job roles and profiles
- Have you identified appropriate Health & Safety training
- Identifying persons who may be considered as 'senior management' making them aware of the Act and providing appropriate Health & Safety training
- Scrutinizing Governing Body level involvement in Health & Safety; is there a system for escalating concerns, how are concerns brought to the attention of the Governing Body, encourage a culture of Health & Safety compliance

The penalty is an unlimited fine, with a starting point of 5% of an average turnover. These fines are **not** covered by insurance.

The County Council has extended both the Public and Employers' Liability policies to cover its legal costs and the legal costs of any employee or member (including volunteers) in connection with the breach or alleged breach of the Corporate Manslaughter & Corporate Homicide Act 2007, if it so requests.

Works in Progress insurance

When new building works are undertaken, the existing structure and/or buildings are only covered for the standard perils of fire, lightning or explosion and the contents or parts of buildings included within the works will not be insured.

It is necessary to ensure that the liability for this potential damage or loss is passed to the Contractor under the terms of the contract. If this is not the case you will need to ensure that you have adequate funding available to make good the losses or request additional works in progress insurance. If taken out, the additional works in progress policy will upgrade the reduced cover to the level of cover normally received and will be vested jointly in the names of the County Council and any contractor employed by the County Council to undertake the works in progress.

Works in Progress insurance is available for contracts comprising new buildings in the course of erection and alterations or additions to the structure of existing buildings. The policy covers the buildings and their contents, any unfixed goods and materials on or adjacent to the site for incorporation therein and all the County Council's property. The policy will not cover temporary buildings, plant, machinery or tools and equipment belonging to or the responsibility of the Contractor.

Please advise LIRMS of the details of the property, the works to be undertaken, the name of the Contractor, including the value and the duration of the works, if Works in Progress - All Risks cover is required.

An additional premium may be payable. If the contract works are valued at in excess of £5m or the contract duration is in excess of 12 months, a questionnaire will be supplied by AIG, for completion by the Contractors and/or Property Department. This is because the contract exceeds the limits imposed under the policy and further health and safety, fire checks etc of the works, will be expected.

If a contractor goes into administration during the project, please contact LIRMS as soon as possible as additional temporary insurance cover will be required until such time as a new contractor is appointed.

Academies and Works in Progress

If a school converts to Academy status during the works, the insurance position will change. The County Council has no insurable interest in the buildings once a school becomes an Academy and therefore the Academy's insurer should arrange cover under its policy to protect its buildings against loss or damage as a result of the works. The County Council will continue to insure the works themselves but not any damage to the existing buildings.

The Academy will need to insure the works and the buildings in relation to any contracts for works to existing buildings, agreed after conversion.

Catholic Aided Schools and Works in Progress

The Catholic School's insurers will need to insure the works and the buildings in relation to any contracts for works to existing buildings, agreed after 1st April 2013.

Self Help Projects

The School must ensure that suitable insurance is in place throughout the duration of the works. If the self-help project is to be carried out by School employees, parents and volunteers only, then the project can be included and covered by the County Council's insurance policies. If a Contractor is paid to carry out works on the project then that Contractor will have to produce evidence of at least £10 million Public Liability Insurance, although this amount is subject to a discretionary reduction upon consideration of a submitted risk assessment.

Works in progress insurance is available for projects where works are being carried out to the structure of any buildings and this can be arranged by contacting LIRMS. (See above)

Prior to commencing Self-help projects, potential ideas or projects should be referred to Capital Planning for assistance with risk assessments, consents, funding etc. A protocol has been created in order to safeguard all parties involved.

Motor Insurance

Policy No: 21005372 - Fleet vehicles

The majority of the County Council's fleet is leased. Some vehicles are owned by the County Council such as fire brigade vehicles, library vans, coaches etc and some are donated to the County Council such as a School receiving a minibus from the PTA or a Sunshine bus from the Variety Club of Great Britain.

LIRMS insures all of the fleet vehicles on a comprehensive basis. The policy indemnifies the County Council against loss or damage to the vehicle and for liabilities to third parties and passengers, subject to the policy exclusions. It also extends to provide indemnity in respect of claims for loss or damage to the insured vehicles by accidental or malicious means, fire, theft or attempted theft.

There is no breakdown recovery available under the fleet policy.

The fleet policy carries a £250 excess per claim and use of these vehicles is limited to :-

- the business of the County Council
- social, domestic and pleasure purposes - cars and light vans driven by employees only

All employees who drive on County Council business and their line managers need to be aware of and comply with the People Management Driving Policy. <http://intranet.westsussex.gov.uk/ccm/content/hr/people-management-guide/health---well-being/driving-policy.en>

Drivers who have had two or more blameworthy accidents in an eighteen month period or who travel in excess of 10,000 business miles per year or who are identified as high risk following a risk assessment will be required to undertake Driver Awareness Training which includes a driving assessment.

The assessment is carried out by a qualified driving instructor, and if necessary additional driver training may be required. The cost of the training and the assessment will be borne by the Directorate employing the driver. For further information on driver training and assessments contact the Driver Training Team.

All employers liability claims arising out of the use of a motor vehicle will, as a result of legislation, be dealt with under the motor insurance policies.

All vocational drivers are required to produce their driving licence to their line manager on commencement of employment and on an annual basis thereafter.

All other drivers are required to produce their driving licence on commencement of their employment and comply with annual random spot checks thereafter, providing their driving licence and other documentation for inspection as required eg: insurance certificate with business cover and valid MOT certificate when using a private vehicle for business use. Please see the new Driving Policy link on the previous page for further details.

The County Council's motor insurance policy will cover drivers who are qualified to drive and who hold the appropriate and valid licence for the vehicle they are driving. Any person wishing to drive a vehicle, but particularly a minibus, with more than six points on their licence, should be referred to LIRMS for approval to drive, from a risk management perspective.

Minibuses owned or donated to Schools are not automatically insured by the County Council, but can be insured on request (see PTA Minibus Insurance policy below). Alternatively a School may wish to obtain comprehensive motor insurance for its minibuses, elsewhere.

Minibuses

Authorised Drivers

Driving is restricted to employees and approved volunteers of over 21 years of age, who have held a full clean driving licence for no less than 2 years, and who have a D1 entitlement on their licence. In special circumstances, where a driver does not fit into the age category an application can be made to LIRMS where a request to include the driver will be made to the Insurers.

The fleet minibus policy carries a £250 excess per claim and use of these vehicles is limited to:-

- the business of the County Council
- use by affiliated youth and community groups for approved educational/youth/community events

In line with the Driving Policy, all employees and volunteers/occasional minibus drivers who drive a minibus on WSCC business or otherwise are required to obtain and maintain a Minibus Permit through undertaking a driving assessment every three years. The Minibus Permit Scheme is administered by the Road Safety Education, Training and Publicity Team and is charged to individual service unit budgets.

The D1 requirement

Following guidelines issued by the Department of Transport and the Department for Education and Skills in April 2006, long sought clarification was received with regard to the driving of a minibus without a D1 licence entitlement.

Drivers who passed their driving test (Category B) before 1 January 1997 were automatically granted entitlement to drive minibuses with 9-16 passenger seats (category D1) other than for hire or reward. This entitlement remains unchanged until expiry of their licence.

The DVLA introduced new rules for those drivers who passed their test on or after the 1 January 1997. A D1 entitlement was required unless the circumstances listed below applied. These rules continue to apply:-

You may drive a minibus with up to 16 passenger seats if you can comply with the following five conditions:

- (i) you drive on behalf of a non commercial body for social purposes but not for hire or reward, unless operating under a permit;
- (ii) you are aged 21 or over;
- (iii) you have held a car (category B) licence for at least 2 years;
- (iv) you are providing your service on a voluntary basis; and
- (v) the minibus maximum weight is not more than 3.5 tonnes excluding any specialist equipment for the carriage of disabled passengers. Minibuses up to 4.25 tonnes will be permitted in certain circumstances (where the vehicle has been adapted for use by the disabled).

When driving a minibus under these conditions you may not receive any payment or consideration for doing so other than out of pocket expenses, tow any size trailer and you may only drive minibuses in this country.

Volunteers

The latest guidance (April 2006) was issued specifically with School employees in mind and states that the following four points need to be considered to decide whether a person is a volunteer.

The answers for school staff are provided below:-

- Is the organisation a non-commercial body? **yes**
- Is the driving for social purposes? **yes**
- Can the driver be compelled by his employer to drive? **no**
- Is the driver being paid specifically for the driving? **no**

The DoT guidance confirms that bullet point 2 would "encompass most types of driving which school employees could be asked to undertake".

Providing you can comply with points (i) - (v) you will be able to drive an educational establishment minibus without a D1 entitlement on your licence.

It should be emphasised that the new County Council Driving Policy requires any vocational, occasional or volunteer minibus driver to obtain and renew a Minibus Permit in order to drive for WSCC.

The DoT and the DCSF (now DfE) have recognised that holding the D1 Passenger Carrying Vehicle (PCV) entitlement remains the best practice option for educational establishment.

Volunteers may seek to rely on the above provision. However it is critical that they do not receive '*any payment or consideration*'. This could take the form of money, tangible or intangible gifts, the use of facilities or any other reward or advantage gained as a result of the volunteer work.

Any drivers from affiliated youth or voluntary groups who use or hire a minibus and require insurance under the County Council's policy will also need to abide by these rules. Licences and permits should be checked before releasing the vehicle.

How to obtain a D1 entitlement

A D1 entitlement can be achieved by taking a test, following training that can be arranged by contacting Vicky Fewings or Laura Bowles in the Driver Training team on 0330 222 6736. The test can be booked through a driving school.

Minibus Driver Training / Minibus Permit

The Minibus Driver Training is different to the D1 training and test. All employees and volunteers/occasional minibus drivers who drive a minibus on WSCC business are required to obtain and maintain a Minibus Permit through undertaking a driving assessment every three years. The Road Safety Education, Training and Publicity Team run the minibus driver training; the core programme consists of 1 hour's training and 1 hour's assessment for the minibus novice and simply an hour's assessment for the experienced minibus driver. Once the training and assessment are complete the driver will be issued with the Minibus Permit enabling him to drive minibuses for or to borrow/hire minibuses from the County Council.

Training and assessment can be arranged by contacting Vicky Fewings or Laura Bowles in the Driver Training team on 0330 222 6736.

Small Bus Permits or Section 19 Permits

These permits enable voluntary groups and certain other bodies to charge for providing transport for their own members or other people whom the organisation serves, without having to apply for a full PSV operator license.

A "body" is a body of persons whether corporate or incorporate being an entity capable of being recognised in law as having some power to act collectively and enter into legal commitments.

A "charge" could mean any payment in cash or in kind which gives passengers the right to be carried. This could include part of a larger payment such as subscription to a club, even if the payment is not directly related to particular journeys.

A small bus permit may not be used for any of the following:-

- the carriage of members of the general public
- with a view to profit
- incidental to an activity which itself carried on with a view to profit

The permit relates to the "body" but each bus in use will need its own permit. Small bus permits are available on application to Sue Blackwell, Transport Co-Ordination and currently cost £11.00 each.

Hired in Minibuses from External Providers

Occasionally additional minibuses will be required, ie: for Offsite Activities or residential courses. These vehicles can be obtained from any external provider; Enterprise and Whitgift Hire are two companies that are frequently used.

Whilst in use, the vehicles will be covered by the County Council's fleet policy and a copy of the insurance certificate is available from LIRMS on request, as evidence of cover for the vehicle provider. As these vehicles are additional to the number of vehicles already insured under the fleet policy an additional charge of £5.00 per vehicle per day will be payable by the School. In the event of an insurance claim the fleet excess of £250 applies. Confirmation of the vehicle registration, make, model and dates of hire will be required in order for the insurance to be arranged, together with a budget code from which the premium due will be deducted.

Driving abroad

Please note that if a minibus or any other vehicle is going to be driven abroad, you will need to arrange 5* AA or RAC equivalent breakdown recovery assistance as this is not provided under the insurance policy. An insurance certificate and other useful documentation issued by the insurers are also available on request from LIRMS.

Child Car Seats

Regulations governing the use of child car seats were introduced on the 18 September 2006. The new regulations for cars, vans and goods vehicles are as follows:-

	Front Seat	Rear Seat	Who is responsible?
Driver	Seat belt must be worn if available		Driver
Child up to 3 yrs	Correct child restraint must be used	Correct child restraint must be used. If one is unavailable in a taxi, may travel unrestrained	Driver
Child from 3 rd birthday up to 135cms in height or 12 th birthday whichever they reach first	Correct child restraint must be used	Where seat belts fitted, correct child restraint must be used. *Must use adult belt if the correct child restraint is not available.	Driver
Child over 135 cms or 12 or 13 years	Seat belt must be worn if available	Seat belt must be worn if available	Driver
Adult passengers (ie 14 years and over)	Seat belt must be worn if available	Seat belt must be worn if available	Passenger

There are three exceptions to the regulations:-

- in a licensed taxi/private hire vehicle, if the right child restraint is unavailable
- for unexpected necessity over a short distance, if the right child restraint is unavailable
- where two occupied child seats in the rear prevent the fitment of a third child seat

Exemptions will also apply to emergency vehicles.

Children can travel in the front seat of any vehicle provided they are properly restrained. However you will need to check the vehicle handbook in relation to children and airbags.

If **no** seat belts are fitted in the front, then children under 135 cms in height (who are also 12 years of age) cannot travel in the front.

In buses and coaches (including minibuses) seated passengers aged 14 years and above will have to use seat belts where they are fitted. Regulations requiring children 3 years to 13 years to use seat belts (or child restraints if they are available) in these vehicles, are intended to be brought forward. The regulations will not include any obligation for anyone to provide child restraints in these vehicles. Bus and coach (including minibus) operators need to notify their passengers that seat belt wearing is compulsory.

PTA Minibus Insurance policy

Policy no: 21005374 – Minibus

This policy is a block scheme and it provides comprehensive cover, on request, for any school based minibus. Although it is referred to as the "PTA Minibus" policy, it relates to all minibuses that Schools and educational establishments have, that have been obtained by gift, donation or that are leased directly from third parties. This policy covers loss or damage or liability to third parties and passengers and provides indemnity in respect of claims for loss or damage to insured vehicles by accidental or malicious means or by fire, theft or attempted theft. The PTA minibus policy excess is £100 per claim.

The Transport Co-Ordination Group retains the schedule of minibuses to be insured under this policy and will usually invoice each school direct, at the end of the financial year, for the premium due. The Transport Co-Ordination Group and the LIRMS team liaise regularly in order to keep the policy schedule up to date. Please contact either team in respect of any changes or additions required.

Use of the minibus under this policy is restricted to any WSCC School or establishment in connection with the County Council's business and by affiliated youth groups for approved educational activities and events. Drivers must have obtained the Driver Training Permit in order to be allowed to drive.

The term "affiliated youth groups" should be taken as meaning those groups with some connection to the School, ie: pupils of the school attending that group such as the Scouts or Girl Guides for example.

It is up to the School whether they charge for the use of the minibus when loaned to these groups, but in any event you may wish to make the external user responsible for the policy excess in the event of a claim. The policy excess of £100 per claim applies.

Copies of the insurance certificate can be obtained from the LIRMS team. They are not issued automatically to all the Schools who insure under the policy but are available on request.

Please note that if the minibus is going to be driven abroad, you will need to arrange 5* AA or RAC equivalent breakdown recovery assistance as this is not provided under the insurance policy. An insurance certificate and other useful documentation issued by the insurers are also available on request from LIRMS.

The School may allow use/hire of their minibus to other external groups or persons who hold the minibus driver training permit, but they will not be covered by the County Council's insurance policy. **The minibus is also not insured by the County Council for use by staff, on a private basis.**

In these instances it would be up to the user to arrange their own comprehensive insurance cover for the minibus and each policy would need to be carefully checked by the School.

Private Motor Vehicles

Use of Private Motor Vehicles for Work

There is a need to obtain business use on your private motor insurance policy if you use your vehicle for work, other than to and from your place of work. This could mean a trip to the bank or taking a child to A&E or attending a course, for example.

In general it is advised that all employees using their private vehicle for the purpose of their employment should obtain business cover on their policy. If business use is requested at the renewal or inception of a motor insurance policy there is usually little or no charge made. However if the option is taken out during a policy term, sometimes there can be an additional charge, which covers the insurers' or broker's administration costs.

If your member of staff contacts his insurers and advises the extent to which he uses his car for business and the insurer confirms that business use is not necessary, then that is satisfactory. It would be advisable for the member of staff to obtain this in writing in order to protect himself in the event of a claim.

Parents and Volunteers

Parents and volunteers who agree to help out a School by transporting pupils in their private vehicles need only provide evidence of a third party motor insurance policy. They do not need comprehensive cover or business use on their policy (unless they are employed at the School).

Schools must check that the insurance is valid and that the driver has a clean driving licence and that appropriate booster seats will be provided, as necessary.

How to claim under the Motor policies

A motor claim form must be submitted to the Insurer's claims handling company, Gallagher Bassett before a claim can be progressed (Appendix 9).

The Gallagher Bassett claims line telephone number is : **0207 2088 522**

Quote Policy Number	21005372	Fleet vehicles
	21005374	School minibuses
	21005373	Fire Service vehicles

Please email a copy claim form to LIRMS as a record of all incidents will need to be kept.

If your vehicle has suffered damage, you will need to take it to your nearest garage for an estimate. If the labour costs exceed £500 it is likely that the Insurers will require one of their motor engineers to inspect the vehicle, prior to repair authorisation being given. The engineer will arrange an appointment to inspect the vehicle and will do so either at the garage, the School or place of work.

The invoice should be forwarded to Gallagher Bassett direct who will settle the invoice with the repairer, less the excess and VAT. You will be asked to pay the appropriate policy excess direct to the repairer when collecting your vehicle.

The County Council is responsible for the VAT on fleet vehicles, PTA minibuses and the Fire and Rescue Service vehicles.

All claims involving Fire and Rescue Service vehicles will continue to be dealt with by Melanie Waller for notification direct to Gallagher Bassett.

All claims involving Fleet vehicles will need to be reported to Karan Ede at County Cars desk for notification to the Insurers.

Windscreen Claims

If your vehicle suffers windscreen or window damage, you will need to contact either Autoglass, who are contracted to the Insurer to repair all glass damage or National Windscreens.

Autoglass and National Windscreens will invoice the insurers direct, however you will still need to report the claim and file a claim form.

Both repairers may expect the appropriate excess payment direct to them at the time of repair or alternatively an invoice will be raised.

Autoglass - 0844 2482159

National Windscreens - 02392 706 565

Optional Insurance Policies

Personal Accident Insurance to Pupils

Policy no: 0010626787

It is a common misconception that pupils in our schools would be automatically covered by the County Council's insurance should they be injured in an accident, whilst at School. Unfortunately the County Council can only consider a claim of this nature if we have been negligent in some way.

For example:-

If a child were to trip over their shoelaces and fall down some stairs, causing a severe injury, they could not successfully claim against the County Council's policies.

If however, the child tripped on some faulty carpeting then they may be able to successfully claim under the County Council's public liability policy, as there may have been an element of negligence in as much as we knew the carpet was faulty and yet had done nothing or not enough to rectify the problem.

As a consequence of this misconception the County Council, in conjunction with our Insurers, has arranged the Personal Accident to Pupil policy.

The policy is optional and only available to parents or guardians of pupils in Schools in West Sussex, private or otherwise. The policy has been extended to include students up to the age of 19 attending both further education and sixth form colleges. Nursery children aged 3 and above can apply for the policy if they attend Nursery for at least 5 half day sessions a week.

Application forms are available from LIRMS or can be found at Appendix 16.

At this time we are unable to offer the policy to University students.

The policy offers cover in the event of death or permanent bodily injury following an accident. The cover applies 24 hours a day, so not just while they are at school but on holiday or at home, or anywhere in the world and whilst undertaking hazardous pursuits.

The policy, although individual to each child, is a "block policy". This means that the policy will run from the 1 September to the 31 August each year, and cover will be commenced either on the 1 September or the date of payment, if later. If the child is registered at a School in West Sussex when the policy is paid for, that policy will remain valid, until the 31 August even if they leave the school or move abroad.

Although the policy is individual to the pupil and is not a WSCC policy per se, Schools are requested to advertise the policy to all parents and specifically new intake. All renewal documentation will be forwarded to the pupil's home address, unless otherwise requested.

Benefits are offered under a continental scale of compensation, the maximum benefit being £100,000. Please see the Scale of Compensation on the following page.

The 2014/2015 premium for this policy is £15 per child per annum.

How to claim under the Personal Accident to Pupil policy

Initially LIRMS should be notified as soon as reasonably practicable of any potential claim. It will be necessary for the parent/guardian to complete a claim form (Appendix 1), and this can be obtained from LIRMS.

Once the claim form, including the doctor's/dentist's prognosis, has been received and logged by the LIRMS team, the claim will be forwarded to the Insurers for consideration and for them to deal with the parents direct. The County Council will be updated as regards the position of the claim, from time to time by the Insurers, for our records.

Scale of Benefits - Personal Accident to Pupil policy

Section A	Amount Payable £
1. Loss of sight in one or both eyes	100,000
2. Loss of one or both arms or hands	100,000
3. Loss of one or both legs or feet	100,000
4. Loss of one arm and one leg	100,000
5. Loss of one hand and one foot	100,000
6. Loss of hearing in both ears	100,000
7. Loss of hearing in one ear	60,000
8. Loss of one thumb	15,000
9. Loss of one forefinger	20,000
10. Loss of any other finger	15,000
11. Loss of one big toe	10,000
12. Loss of each toe (other than big toe)	3,000
13. Surgical removal of lower jaw	30,000
14. Loss of use of shoulder or elbow	25,000
15. Loss of use of hip, knee, ankle or wrist	20,000
16. Other disabilities not specified above – up to	100,000
Section B	
1. Death by accident A lump sum payment following death resulting from an accident within 24 months of the accident	3,500
Section C	
1. Facial scarring of 5 sq. cms or more	10,000
Section D	
1. Dental treatment up to £500 per tooth – maximum of Dental costs, examination and treatment (not including repairs or charges paid under dental care contracts)	2,500

Students on Work Experience

It has been agreed between national insurance bodies that as a matter of convention, students on work experience placements should be treated as employees for the purposes of insurance.

It is expected that a student on work placement would be temporarily covered by the host employer's Public and Employers liability policies. This is based on the assumption that the placement will usually last up to two weeks, as some Employers Liability policies may not cover pupils on placement for longer than this period.

The main risks to bear in mind are:-

- Injuries to the students
- Injuries to others on the employer's premises
- Injuries to others not on the premises
- Damage to or loss of the employer's property
- Damage to or loss of other property

If an accident or injury occurs, and it is proved has been caused by the negligence of the employer or another employee, the student will be compensated under the Employer's Liability policy.

If the student causes injury or damage to third parties or their property whilst undertaking work experience they will be covered by the employers Public Liability policy, providing the employer has notified his insurer of the placement.

Whilst our pupils are on work experience placement they will also be covered by the County Council's Personal Accident policy. Please see the table over the page for the scale of benefits payable:-

Personal Accident Benefits for Students on Work Experience

INJURY		AMOUNT PAYABLE
1	Death	£30,000
2	Loss of one eye or one limb	£30,000
3a	Loss of both eyes or two or more limbs, or loss of one eye and one limb	£30,000
3b	Loss of speech	£30,000
3c(i)	Loss of hearing in both ears	£30,000
3c(ii)	Loss of hearing in one ear	£ 7,500
4a	Permanent total disablement	£30,000
4b.	Permanent partial disablement	Benefits are payable as a percentage of the amount payable in 4a
5.	Temporary Total Disablement	£50 per week
6.	Temporary Partial Disablement	Nil
7.	Medical Expenses incurred in connection with a valid claim under items 1-6 of the Policy	Not exceeding 15% of the compensation paid under items 1-4b or 30% under items 5 & 6 whichever is the greater but subject to a maximum of £15,000 per person

Self Employed or Small Businesses

Businesses with one or more employees are required to have Employer's Liability insurance.

A self-employed person should request their Public Liability insurer to extend their Public Liability cover to include their liability to the student, the student being regarded as a third party.

Private Households

Private householders are not compelled to carry any insurance. Several issues arise as a result of this and need addressing if the placement is to be used.

It is essential to check that the householder has a Household Contents policy. Any injury to the student caused by the householder's negligence would be claimed under the Occupier's Liability clause of such a policy.

Injuries to another party caused by the student and which could be attributed to the negligence of the school, for example in not taking adequate care in allocating students to placements, would be covered by the County Council's insurers.

Damage to or loss of the householder's property caused by the student should be covered by the student's parent/guardian's household contents policy, providing the student was permanently resident in their home. If this was not the case, and if there were residual liability on the County Council, this would be covered by the County Council's Public Liability policy.

Students on vocational courses for whom placement in a private household will form a substantial element of their course-related work experience, should be advised to take out separate personal insurance to cover all the risks identified.

Exceptions to the insurance requirements

Crown Properties ie: Government departments or the Army or Navy, District Health Authorities or the National Trust. These areas of business are not required to hold insurance as they cover their own risks. If they need to settle a claim, they will pay it from their own funds.

Work Experience Abroad

Travel Policy no: 0010626491

All students on work placements abroad are covered by the travel policy. A return detailing the trips undertaken will be forwarded on a retrospective basis by the work experience co-ordinator to LIRMS.

Teachers travelling abroad to arrange schemes for work experience should arrange business travel insurance by contacting LIRMS. (see Business Travel, [page 70](#))

The cover provided under this policy is:-

Cancellation, curtailment, travel disruption/delay, replacement

Up to £10,000	Loss of deposits and advanced payments (not recoverable from any other source) and any additional travel and accommodation costs necessarily and reasonably incurred arising from events beyond the insured's control
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Medical and Emergency Travel Expenses

Unlimited	Any medical and emergency travel expenses reasonably and necessarily incurred (not applicable in the UK)
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Rescue Expenses and Assistance

Unlimited	Any expenses reasonably and necessarily incurred to transport an insured who has been injured or become ill to an appropriate medical facility or his home
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Legal Expenses

Up to £50,000	Legal expenses incurred by or on behalf of an Insured in pursuit of a claim for damages and/or compensation against a third party
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Personal Property

Up to £5,000	Reasonable costs of replacement or repair of items, lost, stolen or accidentally damaged If any one item exceeds £2,000 in value, the claimant will bear the first 25% of any amount in excess of £2,000
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Money

Up to £5,000

Reimbursement for the loss or theft of money, or financial loss suffered as a result of fraudulent use of credit, debit or charge cards

Hijack

Up to £25,000

A benefit of £500 per complete day that an insured person is forcibly or illegally detained as a result of an unlawful seizure of or wrongful taking control of an aircraft, ship or train

Kidnap, Kidnap for Ransom or Hostage

Up to £250,000

Reimbursement of any ransom monies and consultant costs incurred solely and directly as a result of kidnap, kidnap for ransom or hostage

Political Evacuation

Up to £50,000

Reimbursement of evacuation and repatriation costs and expenses due to political evacuation or instability

Personal Liability

Limit £5,000,000

Indemnity against legal liability to any person for bodily injury, sickness or disease or accidental loss or damage to the property of any person

Principal Exclusions

- Persons travelling against the advice of a medical practitioner
- Use of non-prescribed drugs which cannot be legally obtained from a pharmacy
- Costs incurred in connection with any deliberate and intentional criminal act

Pre-existing Medical Conditions

The policy does not exclude cover for persons with pre-existing medical conditions. Cover will only be refused if it is discovered that the Insured was travelling against medical advice.

Personal Accident Schedule
Scale of Benefits for Students on Work Experience

for injury caused by accidental means

INJURY		AMOUNT PAYABLE
1	Death	£20,000
2	Loss of one eye or one limb	£20,000
3a	Loss of both eyes or two or more limbs, or loss of one eye and one limb	£20,000
3b	Loss of speech	£20,000
3c(i)	Loss of hearing in both ears	£20,000
3c(ii)	Loss of hearing in one ear	£ 5,000
4a	Permanent total disablement	£20,000
4b	Permanent partial disablement	<p>Benefits are payable as a percentage of the amount payable in 4a</p> <p>£ 6,000 (30%)</p> <p>£ 4,000 (20%)</p> <p>£ 2,000 (10%)</p> <p>£ 3,000 (15%)</p> <p>£ 1,000 (5%)</p> <p>£ 5,000 (25%)</p> <p>£ 4,000 (20%)</p> <p>£ 6,000 (30%)</p> <p>When more than one form of disablement results from one accident, the percentages will be added together but only up to 100% of the amount payable under 4a (other than for paraplegia and quadriplegia which are payable in addition to 4a)</p> <p>£ 25,000</p> <p>£100,000</p>
(a)	one thumb	
(b)	forefinger	
(c)	any finger other than a forefinger	
(d)	big toe	
(e)	any other toe	
(f)	shoulder or elbow	
(g)	wrist, hip, knee or ankle	
(h)	lower jaw by surgical operation	
(i)	Permanent disability not provided for under 2, 3a, 3b, 3c (i) & (ii), 4a of the Schedule or any of the benefits above, up to a maximum of 100% of 4a of the Schedule	
(j)	Paraplegia	
(k)	Quadriplegia	
5. Medical expenses incurred in connection with a valid claim under items 1-4		Not exceeding 15% of the amount paid under 1-4.

Worldwide Medical Assistance

To obtain urgent medical advice or assistance whilst abroad, there is an emergency help line that operates a 24 hours emergency service throughout the year. You should contact the following company in any event if admission to hospital or if hospital treatment is required.

Lifeline Plus Assist

From the UK: 01273 552922

Abroad : ++44 (0) 1273 552922

Lifeline Plus Assist will:-

- Consult with doctors and hospital authorities regarding treatment, the insurance policy itself and will guarantee the payment of the hospital charges
- Where it is considered preferable to bring back the patient to the UK, Lifeline Plus Assist will consult with the doctors as to appropriate means of transport (scheduled airline/road or specially equipped ambulance)
- Medical repatriation
- Will arrange for persons to visit/accompany the patient, subject to Lifeline Plus Assist's agreement

Indemnities

Sometimes an organisation may ask for an indemnity to be signed making the County Council responsible for any injuries to persons, or damage to property occurring through the visit. **It is imperative that any indemnity or disclaimer is not signed**, without first having been authorised as acceptable to do so, by LIRMS.

Loss of Revenue Policy

This policy is optional and only available to Schools. In the event of damage to a building or its contents, you may lose a valuable source of income from hiring of the premises to external organisations. Loss may arise from closure due to notifiable disease, food or drink poisoning, defective sanitary arrangements, murder or suicide and denial of access or extreme weather conditions. This policy will protect against loss arising from these eventualities.

This policy is provided in-house and to arrange cover you will need to assess the maximum loss over a 2 year period (the time in which the building could take to rebuild). The minimum sum insured is £4,000 with cover insured increasing in units of £2,000. Please contact LIRMS to arrange the policy.

How to claim under the Loss of Revenue policy

Contact LIRMS with full details of the incident and the expected closure/loss of use period as soon as you are aware that a claim under this policy is likely. Documentation will be required in support of the claim. A Loss of Revenue claim form can be found at Appendix 8. Once LIRMS have considered the claim, an offer of settlement will be made. A £100 excess will apply to each and every claim.

Marine Insurance

This policy provides cover for theft, loss, accidental or malicious damage, for all marine craft and equipment as detailed in the Schedules maintained by LIRMS and the Fire and Rescue Service. The insurance also provides cover against loss or damage or liabilities to third parties and passengers.

If insurance is required please contact LIRMS or if existing schedules need to be amended please contact Sharon Andrews on 0330 2222 723 for school craft or the Fire and Rescue Service for fire craft. Any craft or equipment not shown on the Schedule will not be insured. When providing values for the craft and equipment, please advise the replacement cost rather than original purchase price.

Exclusions under this policy are:-

- Craft or equipment on hire to third parties
- Theft of outboard motors, unless they are securely locked to the vessel by an anti-theft device in addition to the normal method of attachment
- Theft of machinery, including outboard motors, gear or equipment, unless there has been forced entry to the vessel or place of storage

How to make a claim under the Marine insurance policy

Your point of contact will be LIRMS and all incidents need to be reported as soon as possible. A claim form (Appendix 5 or 6) can be downloaded or forwarded to you from LIRMS. Please complete and return the form, along with supporting documentation, to LIRMS who will log the claim and forward it to the Insurers for consideration.

Any settlement offer made, will be subject to the £100 excess applicable to this policy.

Third Party Hirers Insurance

When hiring out County Council premises it is mandatory to require persons/groups to accept responsibility for damage to the premises and its equipment and for Third Party claims involving injury to persons and/or damage to property.

Any hirer of County Council premises therefore needs to produce evidence of a £10,000,000 Public Liability policy, although this can be reduced to £5,000,000 in the majority of circumstances.

For example, a football coach would be expected to have a £5,000,000 policy whereas a more hazardous activity may be required to have £10,000,000. Each hire needs to be looked at individually and double-checked by LIRMS if you have any concerns.

Any commercial group/company should already hold a Public Liability policy, although their indemnity may not be what this County Council requires. They will need to produce the policy so that it can be checked.

Non-commercial hirers do not usually have their own public liability insurance and the County Council has arranged the Third Party Hirers Insurance policy in order to avoid shortfalls where insurance is concerned.

The policy is available to non-commercial hirers only and should not be used as a top-up to any existing policies. Political meetings and professional entertainment promotions, commercial or trade hirers are all excluded from using this policy.

In order to offer the scheme to your non-commercial hirers, the property must be registered with LIRMS. The registration is carried out on an annual basis in September at a cost of £5 per year.

The policy covers the individual hirers for their legal liability for injury/illness to third parties and/or loss or damage to their property together with loss or damage to the premises and contents hired. The policy would also cover any liabilities that may have been imposed under the terms of the hiring agreement.

The policy offers £10,000,000 public liability insurance. Please note that cover is limited to £10,000 per hiring for loss or damage caused other than by fire or explosion. Any claim under this policy will be subject to a £100 excess which will be payable by the hirer.

Arranging cover

Once a property has been registered, this policy may be offered to any of the non-commercial hirers who do not have public liability insurance.

The premium is 9% of the hire fee plus 6% of the 9% for Insurance Premium Tax and this is additional to the hire fee, vat etc.

At the end of the School term, or quarter, for non-education properties, you are expected to return a Schedule of Lettings form (Appendix 10) detailing any hirers who have opted to take out the Hirers policy. This form should be returned to LIRMS, together with a cheque or budget code for the combined amount of premiums and IPT collected during that term. If no monies have been collected the form should still be returned, marked "nil return".

Affiliated Groups

We use this term to describe non-commercial groups who hire County Council property on a regular basis.

An annual premium rate of £50 inclusive of IPT applies to affiliated groups, effective as at 1st September 2014. If the group is a regular user over the year, it can sometimes be more cost-effective to pay the annual premium, rather than pay an insurance charge each time they use the hall.

The annual premium will insure the group every time they use that particular property during that year.

No schedule of lettings is required to be completed. A cheque should be obtained from the hirer at the start of the hire and forwarded to LIRMS with a covering letter. The same policy terms and conditions apply as for the standard third party hirer's policy.

Form of Indemnity to be used in Hire Agreements

When drawing up a Hire/Use Agreement, you must ensure that you include an indemnity clause in order to protect the County Council and your Directorate/Establishment. A standard clause is detailed below and must be included in your Hire Agreement.

Indemnity:-

A. INJURY TO PERSONS OR PROPERTY

1. The hirer shall indemnify West Sussex County Council against all claims for damages, compensation, and/or costs in respect of:-
 - (i) bodily injury or illness to Third Parties, and/or
 - (ii) damage to Third Party property caused by, or arising out of, or being incidental to the hirer's use of the premises
2. The hirer shall affect adequate insurance to cover this liability with a minimum limit of indemnity of £10 million (although £5m is acceptable subject to approval from LIRMS).

B. DAMAGE TO PREMISES AND EQUIPMENT

1. The hirer shall be responsible for loss of, or damage to the premises and contents therein, which is the property of West Sussex County Council, except when loss or damage to the premises and contents are as a result of the negligence of West Sussex County Council.
2. The hirer shall affect adequate insurance in respect of such loss or damage.

Any variation of the above indemnity must receive prior approval from LIRMS.

How to claim under the Third Party Hirers insurance

Any incident that may result in a claim should be notified to LIRMS as soon as possible. A claim form (Appendix 5 or 6) will need to be completed by the property concerned or the Hirer and returned to LIRMS together with supporting evidence or documentation.

The claim will be logged and monitored by LIRMS who will forward it to the Insurers for consideration. The Insurers will deal with LIRMS rather than the third party hirer direct and any requests for further information will be fed back via the School or property concerned.

Travel Insurance

Policy no: 0016026491

There are two specific areas of travel insurance, business travel and school journey or off-site activities insurance. The travel policy is held with AIG and encompasses both areas under the same policy no 0016026491.

School Journey

This policy is with AIG and provides a comprehensive travel insurance policy for any trip undertaken primarily for the purpose of official educational trips organised as part of County Council business.

The policy will indemnify pupils and teachers, attending educational establishments administered by the Council and adult volunteers, assistants or helpers accompanying them. Persons attending Youth Clubs, Children and Family Centres and participants of the Duke of Edinburgh Awards Activities, administered by the County Council, are also indemnified under this policy.

The cover provided under this policy is automatic and will apply to all types of trips, including residential, adventurous and foreign trips, trips to other schools for matches, walks to the church or library etc, unless your school or establishment has opted out.

Anyone wishing to opt out must communicate this in writing to LIRMS. No refunds will be available and any alternative policies must be at least equivalent to the benefits offered by the County Council's policy. Any other policies will need to be validated under the Evolve system, in terms of cover and levels of indemnity.

Some activity groups or providers will include an insurance policy within the price of the trip as a matter of course. This can lead to two policies or 'dual insurance' being in place for the same trip. This is not illegal but can cause difficulties as the insurers may dispute who should be liable in the event of a claim. The provider may or may not agree to refund you the insurance element of the trip in view of the fact that you already have insurance in place.

Adventurous Pursuits

Under the AIG policy, there are no exclusions or loadings of the premium relating to the undertaking of adventurous pursuits. All activities are covered under the medical expenses and personal accident elements of the policies.

The personal liability section carries an exclusion in respect of liability arising directly or indirectly by or through or in connection with any mechanically propelled vehicle, aircraft or watercraft. Claims for damage or injury arising from the use of a mechanically propelled vehicle will be covered by the appropriate motor liability policy.

AIG accept that the Goblin Green Car Challenge will fall outside of this exclusion.

School Journey Insurance Premiums

The Insurers will charge the County Council an annual premium based on claims experience and the number of trips undertaken. The premium will be recharged to Schools and Establishments, on an annual basis, taking into account the type of establishment and number of students.

There is no delegated funding for this policy and unless you have opted out, the premium will be deducted from your budget code, each Spring term, by Journal Transfer. It is for the School Governing Body or the Establishment to decide whether or not to recoup the costs of the premium from the parents of those participating in educational visits.

Standard Premium Rates for 2013-2014

Pre School to Year 2	14p per person per year
Year 3 - 6	28p per person per year
Year 7+	56p per person per year
Special Schools	56p per person per year

These rates may vary from year to year depending upon the number of pupils, decrease in number of Schools due to conversion to Academy status, claims experience, etc.

Equipment Hire

The cost of replacing equipment on hire, such as ski or camping equipment damaged whilst held in our custody or control will be covered under the personal liability section of the policy.

How to arrange School Journey Insurance

The administration of the policy will be dealt with by Sharon Andrews and Lydie Butler in LIRMS. Although the cover is automatic, completion of the online Evolve process is mandatory in respect of adventurous, residential or foreign trips.

Any questions about Evolve should be directed to Martin Tomlinson, the Outdoor Education Adviser, on 0330 2228 344.

Summary of Cover

Cancellation, curtailment, travel disruption/delay, replacement

Up to £10,000	Loss of deposits and advanced payments (not recoverable from any other source) and any additional travel and accommodation costs necessarily and reasonably incurred arising from events beyond the insured's control
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Medical and Emergency Travel Expenses

Unlimited	Any medical and emergency travel expenses reasonably and necessarily incurred (not applicable in the UK)
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Rescue Expenses and Assistance

Unlimited	Any expenses reasonably and necessarily incurred to transport an insured who has been injured or become ill to an appropriate medical facility or his home
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Legal Expenses

Up to £50,000	Legal expenses incurred by or on behalf of an Insured in pursuit of a claim for damages and/or compensation against a third party
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Personal Property

Up to £5,000 Reasonable costs of replacement or repair of items, lost, stolen or accidentally damaged
If any one item exceeds £2,000 in value, the claimant will bear the first 25% of any amount in excess of £2,000.

Money

Up to £5,000 Reimbursement for the loss or theft of money, or financial loss suffered as a result of fraudulent use of credit, debit or charge cards

Hijack

Up to £25,000 A benefit of £500 per complete day that an insured person is forcibly or illegally detained as a result of an unlawful seizure of or wrongful taking control of an aircraft, ship or train

Kidnap, Kidnap for Ransom or Hostage

Up to £250,000 Reimbursement of any ransom monies and consultant costs incurred solely and directly as a result of kidnap, kidnap for ransom or hostage

Political Evacuation

Up to £50,000 Reimbursement of evacuation and repatriation costs and expenses due to political evacuation or instability

Personal Liability

Limit £5,000,000 Indemnity against legal liability to any person for bodily injury, sickness or disease or accidental loss or damage to the property of any person

Principal Exclusions

- Persons travelling against the advice of a medical practitioner
- Use of non-prescribed drugs which cannot be legally obtained from a pharmacy
- Costs incurred in connection with any deliberate and intentional criminal act

These are some of the exclusions under the policy; full details are available from Sharon Andrews, LIRMS, on request.

Personal Accident - Scale of benefits (for injury caused by accidental means)

INJURY		AMOUNT PAYABLE
1	Death of an insured	£20,000
2	Loss of one eye or one limb	£20,000
3a	Loss of both eyes or two or more limbs, or loss of one eye and one limb	£20,000
3b	Loss of speech	£20,000
3c(i)	Loss of hearing in both ears	£20,000
3c(ii)	Loss of hearing in one ear	£ 5,000
4a	Permanent total disablement	£20,000
4b	Permanent partial disablement	Benefits are payable as a percentage of the amount payable in 4a
(a)	one thumb	£ 6,000 (30%)
(b)	forefinger	£ 4,000 (20%)
(c)	any finger other than a forefinger	£ 2,000 (10%)
(d)	big toe	£ 3,000 (15%)
(e)	any other toe	£ 1,000 (5%)
(f)	shoulder or elbow	£ 5,000 (25%)
(g)	wrist, hip, knee or ankle	£ 4,000 (20%)
(h)	lower jaw by surgical operation	£ 6,000 (30%)
(i)	Permanent disability not provided for under 2, 3a, 3b, 3c (i) & (ii), 4a of the Schedule or any of the benefits above, up to a maximum of 100% of 4a of the Schedule	When more than one form of disablement results from one accident, the percentages will be added together but only up to 100% of the amount payable under 4a (other than for paraplegia and quadriplegia which are payable in addition to 4a)
(j)	Paraplegia	£ 25,000
(k)	Quadriplegia	£100,000
5. Medical expenses incurred in connection with a valid claim under items 1-4		Not exceeding 15% of the amount paid under 1-4.

Worldwide Medical Assistance

To obtain urgent medical advice or assistance, there is an emergency help line that operates a 24 hours emergency service throughout the year. You should contact the following company in any event if admission to hospital or if hospital treatment is required. They can assist in finding appropriate medical help, translation services and invoicing arrangements.

Lifeline Plus Assist

From the UK: 01273 552922

From Abroad : +44 (0)1273 552922

Lifeline Plus Assist will:-

- Consult with doctors and hospital authorities regarding treatment, the insurance policy itself and will guarantee the payment of the hospital charges
- Where it is considered preferable to bring back the patient to the UK, Lifeline Plus Assist will consult with the doctors as to appropriate means of transport (scheduled airline/road or specially equipped ambulance)
- Medical repatriation
- Will arrange for persons to visit/accompany the patient, subject to Lifeline Plus Assist's agreement

Pre-existing Medical Conditions

The AIG policy does not exclude persons with pre-existing medical conditions. Cover will only be refused if it is discovered that the Insured was travelling against medical advice.

For peace of mind, any person wishing to travel with a pre-existing medical condition should seek a medical practitioner's approval at the time of booking and/or shortly before the trip commences in case of deterioration.

The doctor should take into account:-

- a) the person's condition
- b) the destination
- c) the nature of the planned activities
- d) the length of the trip
- e) other factors such as the planned availability of additional care or medication

Anyone travelling against medical advice will not be insured under the medical expenses section.

Exchange Visits - Insurance

Providing the exchange visit is organised by the School or educational establishment, the same terms and policy conditions as outlined above, will apply.

How to claim under the School Journey/Travel policy

In the event that an incident occurs abroad which requires emergency treatment in a hospital, Lifeline Plus Assist should be contacted immediately. They will take care of any payments and/or any arrangements. They will also complete a claim form and file the claim with the Insurers.

Some hospitals refer their overdue invoices to debt collecting agencies and in the past parents/families have received threatening letters chasing payment. Contacting Lifeline Plus Assist immediately once it is known that hospital treatment is required should eliminate this problem. If Lifeline Plus Assist is involved with the claim, you or the parents of the students should not be contacted about payment etc at all.

For all other claims you will need to complete the appropriate claim form (Appendices 12-15) yourselves and submit to LIRMS within 21 days of the date of your return. Do not delay submission for collation of documentary evidence as this can be forwarded at a later date.

There are four different AIG claim forms:-

- Medical Expenses
- Cancellation/Curtailment
- Travel Delay
- Loss of and Damage to Property

If a theft or loss of personal effects or monies is suffered, it must be reported to the local Police within 48 hours, this applies abroad as well as within the UK.

If cancellation occurs, it must be because of a fortuitous event that was beyond your control, ie: sickness, accident or unplanned strike action, ash clouds etc. You will need to provide documentary evidence of the amounts claimed, including any additional expenses incurred and provide a sick certificate if applicable. Once the required information has been supplied and considered the Insurers will make a settlement offer.

Please note that there is no excess applicable to this policy.

Business Travel & Adult Education Travel

This policy is available to Members, employees, volunteers and members of their families, adults on adult education courses and any other person permitted to travel on behalf of the Insured, whilst travelling on County Council business.

Cover can be arranged by contacting LIRMS and providing them with the following information:-

Names of people travelling

Destination

Duration

Budget code to which the premium can be charged

On receipt of the information and budget code a Protection Note and Summary of Cover will be forwarded as evidence of insurance.

Business Travel Insurance Premium Rates

	UK	Europe	Worldwide
1 day	£2.50	£3.50	n/a
2-3 days	£4.50	£8.50	£16.00
4-5 days	£6.00	£12.75	£24.00
6-9 days	£7.00	£16.50	£30.00
10-18 days	£8.50	£20.00	£39.25
19-31 days	£10.25	£27.25	£48.50
Over 31 days cost per day	£0.33	£0.98	£1.73

* These premiums do not include insurance premium tax

Summary of Cover

Cancellation, curtailment, travel disruption/delay, replacement

Up to £10,000 Loss of deposits and advanced payments (not recoverable from any other source) and any additional travel and accommodation costs necessarily and reasonably incurred arising from events beyond the insured's control

Medical and Emergency Travel Expenses

Unlimited Any medical and emergency travel expenses reasonably and necessarily incurred (not applicable in the UK)

Rescue Expenses and Assistance

Unlimited Any expenses reasonably and necessarily incurred to transport an insured who has been injured or become ill to an appropriate medical facility or his home

Legal Expenses

Up to £50,000 Legal expenses incurred by or on behalf of an Insured in pursuit of a claim for damages and/or compensation against a third party

Personal Property

Up to £5,000 Reasonable costs of replacement or repair of items, lost, stolen or accidentally damaged
If any one item exceeds £2,000 in value, the claimant will bear the first 25% of any amount in excess of £2,000.

Money

Up to £5,000 Reimbursement for the loss or theft of money, or financial loss suffered as a result of fraudulent use of credit, debit or charge cards

Hijack

Up to £25,000 A benefit of £500 per complete day that an insured person is forcibly or illegally detained as a result of an unlawful seizure of or wrongful taking control of an aircraft, ship or train

Kidnap, Kidnap for Ransom or Hostage

Up to £250,000 Reimbursement of any ransom monies and consultant costs incurred solely and directly as a result of kidnap, kidnap for ransom or hostage

Political Evacuation

Up to £50,000 Reimbursement of evacuation and repatriation costs and expenses due to political evacuation or instability

Personal Liability

Limit £5,000,000 Indemnity against legal liability to any person for bodily injury, sickness or disease or accidental loss or damage to the property of any person

Principal Exclusions

- Persons travelling against the advice of a medical practitioner
- Use of non-prescribed drugs which cannot be legally obtained from a pharmacy
- Costs incurred in connection with any deliberate and intentional criminal act

These are some of the exclusions under the policy; full details are available from Sharon Andrews, LIRMS, on request.

Personal Accident - Scale of benefits for Employees

(for injury caused by accidental means)

INJURY		AMOUNT PAYABLE
1	Death of an insured	5 x annual salary (max £1.5m)
2	Loss of one eye or one limb	5 x annual salary (max £1.5m)
3a	Loss of both eyes or two or more limbs, or loss of one eye and one limb	5 x annual salary (max £1.5m)
3b	Loss of speech	5 x annual salary (max £1.5m)
3c(i)	Loss of hearing in both ears	5 x annual salary (max £1.5m)
3c(ii)	Loss of hearing in one ear	25% of 3c(i)
4a	Permanent total disablement	5 x annual salary (max £1.5m)
4b	Permanent partial disablement	Benefits are payable as a percentage of the amount payable in 4a
(a)	one thumb	30%
(b)	forefinger	20%
(c)	any finger other than a forefinger	10%
(d)	big toe	15%
(e)	any other toe	5%
(f)	shoulder or elbow	25%
(g)	wrist, hip, knee or ankle	20%
(h)	lower jaw by surgical operation	30%
(i)	Permanent disability not provided for under 2, 3a, 3b, 3c (i) & (ii), 4a of the Schedule or any of the benefits above, up to a maximum of 100% of 4a of the Schedule	When more than one form of disablement results from one accident, the percentages will be added together but only up to 100% of the amount payable under 4a (other than for paraplegia and quadriplegia which are payable in addition to 4a)

(j) Paraplegia (k) Quadriplegia	£ 25,000 £100,000
5. Medical expenses incurred in connection with a valid claim under items 1-4 not exceeding 15% of the amount paid under 1-4 or 30% under items 5 & 6 whichever is the greater Section A Treatment received in a dental surgery or in an A&E department of a hospital to sound and natural teeth.	Subject to a maximum of £15,000 per person Up to a maximum of £2,500

Personal Accident – Scale of Benefit for Members and Volunteers

1. Death	£200,000
2. Loss of one eye or one limb	£200,000
3a. Loss of both eyes or two or more limbs or loss of one eye and one limb	£200,000
3b. Loss of speech	£200,000
3c.(i) Loss of hearing in both ears	£200,000
3c.(ii) Loss of hearing in one ear	£ 50,000
4a. Permanent Total Disablement	£200,000
4b. Permanent Partial Disablement	Varying scale dependant upon loss
5. Temporary Total Disablement	£200 (per week for a maximum of 104 weeks)
6. Temporary Partial Disablement	Nil
7. Medical expenses incurred in connection with a valid claim under items 1-6 Section A Treatment received in a dental surgery or in an A&E department of a hospital to sound and natural teeth	Not exceeding 15% of the compensation paid under items 1-4b or 30% under items 5 & 6 whichever the greater subject to a maximum payment of £15,000 per person Up to a maximum of £2,500

Worldwide Medical Assistance

To obtain urgent medical advice or assistance, there is an emergency help line that operates a 24 hours emergency service throughout the year. You should contact the following company in any event if admission to hospital or if hospital treatment is required. They can assist in finding appropriate medical help, translation services and invoicing arrangements.

Lifeline Plus Assist

From the UK: 01273 552922

From Abroad : +44 (0)273 552922

Lifeline Plus will:-

- Consult with doctors and hospital authorities regarding treatment, the insurance policy itself and will guarantee the payment of the hospital charges
- Where it is considered preferable to bring back the patient to the UK, Lifeline Plus Assist will consult with the doctors as to appropriate means of transport (scheduled airline/road or specially equipped ambulance)
- Medical repatriation
- Will arrange for persons to visit/accompany the patient, subject to Lifeline Plus Assist's agreement

Pre-existing Medical Conditions

The AIG policy does not exclude persons with pre-existing medical conditions. Cover will only be refused if it is discovered that the Insured was travelling against medical advice.

For peace of mind, any person wishing to travel with a pre-existing medical condition should seek a medical practitioner's approval at the time of booking and/or shortly before the trip commences in case of deterioration.

The doctor should take into account:-

- a) the person's condition
- b) the destination
- c) the nature of the planned activities
- d) the length of the trip
- e) other factors such as the planned availability of additional care or medication

Anyone travelling against medical advice will not be insured under the medical expenses section.

How to claim under the Travel policies

In the event that an incident occurs abroad which requires emergency treatment in a hospital, Lifeline Plus Assist should be contacted immediately. They will take care of any payments and/or any arrangements. They will also complete the claim form and file the claim with the Insurers.

Some hospitals refer their overdue invoices to debt collecting agencies and in the past parents/families have received threatening letters chasing payment. Contacting Lifeline Plus Assist immediately once it is known that hospital treatment is required should eliminate this problem. If Lifeline Plus Assist are involved with the claim, you should not be contacted about payment etc, at all.

For all other claims you will need to complete the claim form (Appendices 12-16) yourself, and submit to LIRMS within 21 days of returning from the trip. Do not delay submission for collation of documentary evidence, as this can be forwarded at a later date.

If you suffer a theft or loss of personal effects, it must be reported to the local Police within 48 hours, this applies abroad as well as within the UK. A copy of the police report will be required.

If cancellation occurs, it must be because of a fortuitous event that was beyond your control, ie: sickness, accident, or unplanned strike action. You will need to provide documentary evidence of the amounts claimed, including any additional expenses incurred and provide a sick certificate if applicable.

Once the information has been considered the Insurers will make a settlement offer. **Please note that no excess applies to this policy however wear and tear will be taken into account for lost or stolen items.**

Sickness and Maternity Insurance

The Sickness and Maternity Insurance Scheme is not administered by LIRMS. Please refer any queries to Sara J Shepherd on 0330 222 3442, Financial Services.

Foster Parents Insurance

The insurance indemnifies any foster parent or approved lodging appointed by the County Council and any member of their family residing with them, for any physical loss or damage caused by a child placed in the premises by the County Council, to the building and contents of the dwelling providing that there is no other insurance policy in place. Details of the appointment of foster parents must be supplied to LIRMS.

Exclusions to this policy are:-

- The first £100 of each and every claim; this amount will be met by Social and Caring Services
- All claims are limited to £250,000 per household
- Loss or damage caused by wear and tear or gradually developing cause, moth, vermin or arising out of any process of cleaning, restoring or repairing or resulting from mechanical or electrical breakdown unless such breakdown is caused by external means.

How to make a claim under the Foster Parents Policy

The Social Worker in charge of the placement should contact LIRMS with full details within 28 days of the date of the loss or damage. A claim form (Appendices 5 or 6) should be completed and returned to LIRMS together with confirmation that there is no other insurance policy covering the damage caused and documentary evidence in support of the loss.

LIRMS will liaise with the Insurers on your behalf and advise what information and documentation may be required until a settlement is reached.

Uninsured Loss Recovery

LIRMS will be able to deal with any uninsured loss claims in relation to damage to property, or arising from a motor accident, on your behalf.

If you have suffered loss or damage to property that is uninsured, due to the negligence of a third party please report the incident to your directorate manager, the Director of Property and to LIRMS as soon as possible. The type of damage usually dealt with by this office might be where a delivery lorry has damaged a boundary wall or fence, for example.

You may either arrange repair or replacement yourself or request assistance from the Director of Property. Payment of Contractors and/or invoices will be the responsibility of the directorate concerned or the Director of Property if he authorised the works.

Once notification of loss or damage has been given, the legal liability of the third party will be assessed by LIRMS. Further information regarding the incident may be requested and should be provided as soon as possible to avoid delay in instigating a claim against the third party.

When negligence has been established LIRMS will pursue the claim, through the court system if necessary, against the third party or his insurers. On recovery of the cost of repairs the directorate budget will be credited with the sum recovered.

Parent Teacher or Friends Associations Insurance

A PTA is a separate entity to the School and the County Council.

A PTA must carry its own Public Liability insurance, failing which each member could become jointly and severally liable for any debt or compensation payable.

The following policy is optional and available to all West Sussex School PTAs. Alternative cover can be obtained elsewhere, providing it is equivalent to or better than the policy offered by the County Council's insurers.

PTA Insurance

Policy No: XAO 272015-3273

The County Council's policy is with Zurich Municipal. There are four main elements to the cover offered under this policy:-

Public Liability

Public Liability + Inflatables (bouncy castles or similar)

Money

Fidelity Guarantee

Public Liability

The Public Liability insurance policy covers PTAs or groups of the same function for legal liability for injury/illness to third parties and /or damage to property, premises and contents. The limit of indemnity under this policy is £10,000,000.

Member to member liability is covered ie: if one member is negligent in some way and injury/damage is caused to another member or his property.

The standard Public Liability policy covers the usual activities of a PTA. The details given below should be used as a guide with further clarification of cover being sought from LIRMS.

- Meetings of the Association
- Fayres/Jumble sales/Fetes
- Dances
- Barbecues

Pony rides will be covered under this policy providing that the horses are supplied by a volunteer or parent, but not if supplied by a professional stables. A stable should be able to provide its own public liability insurance of at least £5,000,000.

Some activities will require an extension to the policy due to their hazardous nature and risk potential:-

- Firework Displays
- Bonfires
- Bouncy Castles
- Other similar inflatables

In order to obtain cover for these activities a request will need to be made to LIRMS and an additional premium may be payable.

Bungee Jumps, Bungee Runs and Bar Fly Jumps will not be covered by this policy. Other exclusions are the use of aircraft, hot air balloons, hovercraft, watercraft and mechanically propelled vehicles where cover is required for Road Traffic Legislation.

Public Liability + Inflatables

If you have opted for the Public Liability + Inflatables policy you will be automatically covered for the use of bouncy castles and inflatables of a similar nature, as well as the standard public liability cover.

Any of the more unusual activities should still be referred to the LIRMS, for agreement by the Insurers.

Money Insurance

The money insurance covers the PTA or groups of the same function against loss of monies belonging to the Association.

Item	£
In the private residence of any director or employee	250
In transit	
i) in the custody of any director or employee or by registered post or in a bank night safe	2,500
ii) by unregistered post	2,500
In the premises	
i) in the custody of or under the actual supervision of any director or employee	2,500
ii) in a locked safe or locked strongroom	1,500
iii) in locked receptacles other than safes or strongrooms	100
Crossed cheques, crossed postal orders, crossed bankers drafts in the above situations	250,000

Fidelity Guarantee

This policy indemnifies the PTA or groups of a similar function for loss of money or other property belonging to the PTA or in its trust or custody and for which it is legally responsible, occurring as a direct result of any kind of fraud or dishonesty by members of the Committee declared on the Proposal form (supplied at renewal)

The limit of indemnity under this policy is £1,500

PTA Insurance Policy Premiums

Public Liability	£62.76	
Public Liability + Inflatables	£120.68	
Money	£30.77	
Fidelity	£30.17	
Fireworks	A quote should be obtained from the Insurers	

How to make a PTA insurance policy claim

Any incident that may result in a claim should be notified to LIRMS as soon as possible. A claim form (Appendices 5 or 6) will need to be completed by the PTA and returned to LIRMS together with supporting evidence or documentation.

All losses of money under either the Money or Fidelity policies need to be reported to the Police **immediately**.

The claim will be logged and monitored by LIRMS. The claim will be forwarded for consideration to the Insurers, who will contact the PTA directly.

Youth Centres with Management Committees

Youth Centres that are run purely by WSCC staff and volunteers will receive automatic cover under the County Council policies, whereas Youth Centres that are run by a Management Trust or Committee will not be automatically covered. This is because the Management Trust or Committee run the Centre autonomously and can make decisions independently of the County Council.

Generally the building itself belongs to the County Council and as such will be insured under the County Council's property policies. Any members of staff who have a contract of employment with the County Council will also be insured by the Council policies, as will any volunteer who is acting on the direct instruction of an employee of the Council. Any equipment or furniture purchased directly by the Council will also be covered under the County Council policies.

The Management Trust or Committee or anyone directly employed by them or volunteering for them will not receive any cover under the County Council policies. It is therefore up to the Trust or Committee to arrange its own insurances to protect themselves and the Centre from financial loss in the event of a claim for which they are found to be legally liable.

Employers Liability insurance is compulsory if the Trust or Committee has employed anyone directly, such as admin support or a cleaner. The type of insurance which should be seen as a necessity is Public Liability. This will protect the members of the Trust or Committee in the event of a third party claim. If no Public Liability insurance were in place it is possible that each member of the Trust or Committee could find their self jointly and severally liable for any legal liability the Centre has incurred.

Other types of insurance available are All Risks, Fidelity Guarantee, Personal Accident, Money, Third Party Hirers and if required Material Damage for buildings, but these should be looked as additional covers on a need only basis.

The Management Trust or Committee are at liberty to procure insurance from any source, however the County Council has arranged a block policy through Zurich Municipal. A proposal form can be sent to the Centre on request if they wish to receive a quote for the policies they require. For further information, please contact LIRMS.

Insurance Premiums

Hirers	Hire fee x 9% plus IPT on the premium calculated
Affiliated Group Hirers	£50 inclusive of IPT
Personal Accident to Pupils	£15 inclusive of IPT
School Journey & inclusive of IPT - UK Exchange Visits (As at 2013/14)	14p per person per annum - Pre School to Year 2 28p per person per annum - Year 3-6 56p per person per annum - Year 7 + 56p per person per annum - Special Schools (flat rate)
Travel - business	£2.50 minimum inclusive of IPT varying on the number of days and destination
Buildings and contents	£2.50 per pupil for primary schools £2.75 per pupil for secondary and special schools £1.00/£1.25 per pupil for VA Catholic schools
Loss of Revenue	£20 for £4,000 £30 for £6,000 £40 for £8,000
PTA	Public Liability £62.76 inclusive of IPT Public Liability + Inflatables £120.68 inc of IPT Money - £30.77 Fidelity Guarantee - £30.17
PTA Extensions Firework/Bonfire	Quote to be obtained
IPT (Insurance Premium Tax)	6% as at 1 January 2011

Frequently Asked Questions

Buildings and Contents

Is our shed containing all the play equipment covered by the insurance for property and contents?

No, this insurance only covers the main building including hutted classrooms and items attached to the main building. Additional insurance arrangements can be made through LIRMS for items that are outside, at an extra premium.

Why do I need to take out buildings and contents insurance, surely the school is already covered?

The school is insured for all perils such as flood and storm damage, however there is a high excess on this policy of £100,000. This is why buildings and contents insurance was established, so that small floods i.e. caused by a leaking pipe would be covered by the in-house insurance arrangements.

Is there an excess on our claim?

There is an excess on the building and contents policy but not on the all risk policy. The all risks policy is not a new for old policy so a reduction in the settlement may be made for wear and tear.

Are Canopies covered?

Yes if they are attached to the main school buildings, free standing canopies will need to be insured separately.

Are laptops covered by school insurance?

They are covered by the all risk and buildings and contents policy (if opted for), however there is a condition that if they are stolen there has to be signs of forced entry.

Is my laptop covered when left in my car?

No, the laptop should be taken with you or left in a locked building.

Is my laptop covered in my home?

Yes, but it cannot be left unattended in the home for more than 48hrs. It should be returned to the school or office in this event.

Is personal property covered by the all risk policy?

Item such as clothing and handbags are not covered, the only time a personal item would be covered is if it were bought in for work or educational purposes i.e. a lesson.

Do we need to take out additional insurance for leased items, such as I.T. equipment, photocopiers etc?

No, they will automatically be covered by the schools insurance, however they must be listed on the inventory with their serial numbers and date of possession.

Motor**Can the school take the minibus abroad?**

Yes, all insurance documents can be obtained from LIRMS however the school/establishment will need to organise it's own 5* AA or RAC equivalent breakdown recovery assistance as this is not provided under the insurance policy.

Can any staff member drive a school minibus?

Yes, as long as they have a D1 entitlement on their licence, either through grandfather rights, by having taken the D1 test or by complying with the exemption. In all cases, anybody driving a WSCC minibus must have a WSCC driver training permit, achieved by undertaking a driver assessment course. Appointments can be obtained via Transport Co-Ordination at County Hall.

Can school staff hire the minibus for private use?

Yes, if they organise their own comprehensive insurance to cover the vehicle.

Can the school hire the minibus to external organisations?

Yes, any WSCC school or establishment and affiliated youth and/or community groups are covered by WSCC insurance providing their driver holds the appropriate licence and the minibus driver training permit. However other non-youth and community or private groups will need to organise their own insurance, if they wish to hire the vehicle.

Can staff members use their own vehicle for work?

Yes, but they need to obtain business use on their own private vehicle insurance, unless their insurer has confirmed otherwise.

Do parents need to arrange additional motor insurance if they are helping out the school?

No, all they need is third party cover. They do not need comprehensive cover or business use. However the school must check that the insurance is valid and that the driver has a clean licence.

Pupils

Are pupils covered whilst at school if they have an accident?

There is no automatic cover for pupils. If the County Council has been negligent, a pupil may claim under the Public Liability policy. However there is a policy available that parents or guardians can take out; 'The Personal Accident to Pupil policy provides a benefit for specified permanent injury or death arising from an 'accident'.

How are pupils insured whilst on work experience?

The pupil will be covered by the host employer's Public and Employers liability policy. Whilst on the placement the pupil will also be covered under the County Council's Personal Accident policy.

Are pupils personal effects covered by insurance?

Yes, if damaged or lost by fire, lightning or explosion. They are not automatically covered for theft or damage, unless there has been negligence on the part of the School.

School Hirers

What kind of cover will commercial hirers using the school be expected to have?

A hirer will need evidence of £10 million Public Liability, although in most cases this can be reduced to £5 million. Please call LIRMS for confirmation.

Affiliated Hirers Insurance; what does this cover?

It costs £50 per annum and provides £10 million public liability insurance whilst the hirers are using those premises during that year. Any injury to third parties and damage to property would be covered by the policy, if the hirers were proved negligent.

What kind of cover do non-commercial hirers need?

Non-commercial hirers can be covered by WSCC third party hirers scheme, which the school organise and which will cover them for £10 million public liability. However £5 million public liability will suffice for most activities. Please call LIRMS for confirmation.

Employees and Governors

Are employees over the age of 70 covered by WSCC insurance?

Employees of any age will be covered under both the Employers and Public Liability policies, whilst carrying out County Council business. However benefits under the Personal Accident policy will be reduced to 10% of the sum insured, for those aged 75 and over.

Providing the employee has been risked assessed and deemed capable of carrying out the duties expected of them there is no reason, from an insurance perspective, as to why that employee cannot continue to work or volunteer for the County Council. It is wise however, to contact your personnel department to check that they have not imposed any age restrictions individual to particular departments or jobs.

What happens if my car is damaged whilst parked on Council property?

All vehicles are parked at their own risk on Council properties. There is no obligation on the Council to pay for any damage caused, unless it was caused through the fault or negligence of the Council.

How are Governors insured?

They are insured in the same way as WSCC employees providing they are acting in accordance with their capacity as a Governor.

School Journeys

When a pupil leaves to change schools can they recoup the money they paid for a school trip?

Generally no, as cancellation has to be beyond the parent or School's control. There is no reason why the pupil could not still attend the trip, if appropriate.

If a child wants to go on a school trip and has a heart condition, are they covered under the school journey policy?

Yes, as long as they are not travelling against doctors advice. Please note that there is no need to declare medical conditions to the insurers on an individual basis, but please refer to page 68 for the full procedure to follow.

Glossary of Terms

ACCIDENT	Something that is not expected or designed by the person insured or the owner of the property. It may be a deliberate act by the person causing the injury, but not to the person injured.
ADJUSTER	Also called LOSS ADJUSTER. An independent person appointed by insurers to assess, negotiate and agree on the settlement of a claim.
AGGREGATE	This is used to indicate the maximum paid in any one year of insurance. The figure shown will be the maximum paid by the insurers whether it be for one claim or all claims.
ALL RISKS	Describes insurance covering everything that is not excluded. It usually relates to contents or individual items. It is very rare to have a policy covering absolutely everything. Examples of standard exclusions are war, wear and tear.
ANY ONE CLAIM	Usually used in public and employers liability policies to indicate the maximum paid for any one claim. It may or may not be accompanied by a limit for total claims in any year of insurance (see also AGGREGATE).
BENEFIT	This describes the amount payable under an Accident or Sickness Policy. For example if an employee is injured and off work the policy pays his/her weekly salary to the employer up to an agreed period.
BLOCK POLICY	An insurance policy that gives the same cover to all participants, instead of having one policy each, the participants are all added to the same policy. The advantage is that there can be standard administration. The disadvantage is that participants with good claims experience can subsidise those with a bad claims experience.

**BLANKET
POLICY**

Unlike a Block Policy, where there are many participants, a blanket policy is usually issued to only one insured. Cover is automatic. Subject to adjustment at each renewal, instead of specifying each property or address, the policy covers any property owned or acquired with only one total sum insured. The advantage is that there are no day to day amendments and administration is reduced to a minimum.

**CAPITAL
BENEFIT**

The lump sum amount payable under an Accident or Sickness policy.

**CLAIMS MADE
BASIS**

Under a "claims made" wording the insurance applies where the claim is first made against the insured during the period of current insurance. Every policy written on this basis must have a Retroactive Date included. The policy will exclude all claims made before this date. It is therefore necessary to notify insurers of any hint of a possible claim.

DAMAGE

This shall be defined as loss of or damage to property.

**DECLARATION
POLICY**

A policy which is adjustable each year on declaration. For example, most employer's liability policies require a declaration of wages/salaries at each renewal.

DEDUCTIBLE

See - EXCESS

**EMPLOYERS
LIABILITY**

An insurance policy which protects employers from claims for damage brought against them by employees for bodily injury or illness arising out of and in the course of employment.

ENDORSEMENT

A document issued to be attached to a policy making some amendment to the policy.

**EX GRATIA
PAYMENTS**

Payments made by insurers (or the insured) usually to avoid the hardship which could be caused by too liberal an interpretation of policy conditions. An ex gratia payment is made without prejudice to liability and does not, therefore create a precedent for future claims.

**EXCESS (or
(DEDUCTIBLE)**

The first part of a claim which is carried by the insured as a policy condition. It may be compulsory, for example because of the claims experience, or voluntary to reduce the premium. May also be referred to as a deductible.

**EXCESS
LAYER**

Two insurance policies, created, usually by different insurers, to sit one on top of the other to provide a higher limit of indemnity.

**FIDELITY
GUARANTEE**

An insurance policy which protects employers who may be the victims of a fraud instigated by one or more employees.

INDEMNITY

An agreement by insurers to make good the Insured's loss. The insured must be put in the same position immediately after the loss as they had been immediately before.

INJURY

This shall be defined as bodily injury, death, disease, mental injury, mental anguish, mental disease, shock, false arrest, invasion of rights of privacy, detention, discrimination, false imprisonment, false eviction, malicious prosecution, libel, slander or defamation of character.

**INSURABLE
INTEREST**

You must have a relationship to the subject matter insured so that you suffer from its loss or damage. If you have no insurable interest, you are gambling not insuring.

**INSURED
(ASSURED)**

The person or company taking out the policy and named as the party protected by the policy.

**INSURER
(ASSURER)**

The person or company who issues the policy and pays the claims.

IPT

Insurance Premium Tax - a non-recoverable tax levied by central government.

JCT

The Joint Contracts Tribunal. This is a body made up of Architects, Contractors and Insurers who draw up the contract conditions for building works.

**LIMIT OF
INDEMNITY**

Where a claim can arise from damage to someone else's property or injury to persons, the extent of the ensuing claim cannot be assessed until it is eventually brought against you. Therefore, insurers will stake a maximum they will pay and this is described as the limit of indemnity. For example, a visitor to your office is injured and sues you for loss of wages, pain and suffering and damage to clothing. One doesn't know beforehand what the claim could be so the policy indicates a maximum figure that insurers are prepared to pay in such circumstances.

PERILS

The possible cause of loss. The alternatives to All Risks cover is to have the perils specified e.g. fire, flood and explosion. Whereas an All Risks policy covers everything that is not excluded, a specified policy excludes everything that is not stated to be covered.

POLICY

The document setting out the term of the contract. Only in certain cases do you need to produce the policy to claim, for example a Life Assurance Policy.

**PRODUCTS
LIABILITY**

An insurance policy that protects the insured against liabilities arising out of any injuries to third parties (or damage to their property) caused by goods supplied, sold, tested, serviced or repaired by the insured.

**PROFESSIONAL
INDEMNITY**

An insurance policy intended to protect professional people (such as architects, lawyers and accountants) against any liabilities incurred as a result of their negligence - for example offering incorrect or misleading information to clients.

**PUBLIC
LIABILITY**

The legal liability of any person or any body for injury to persons who are not employees or for damage to their property arising from the negligence of the insured or their employees (see Third Party Insurance).

RE-INSURANCE

The term used to describe one insurer passing on part of a risk they have accepted to another insurer, because it is too large or the risk too great for the first insurer to wish to bear the whole.

RISK

Hazard, danger; exposure to mischance or peril, to expose to the chance of injury or loss. All organisations and operations are exposed to risks.

**RISK
MANAGEMENT**

The identification, evaluation and economic control of all risks threatening the assets/resources or reputation of an organisation.

**SINGLE
PREMIUM**

A once and for all premium, paid at the outset regardless of how long an insurance is to run. The opposite is a renewal premium which is paid annually to keep a policy in force.

SUBROGATION

A policy condition which allows insurers to take over all rights and benefits of the insured in respect of a claim. For example, if someone negligently sets fire to a property, the insurers pay for their repairs and then have the right, in the insured's name to seek recovery from the negligent person.

SUM INSURED

This term is used to indicate the maximum amount an insurer will pay for physical loss or damage.

THIRD PARTY

The person or body making a claim against someone else, alleging negligence.

**THIRD PARTY
INSURANCE**

Also called Public Liability Insurance. The protection given to the insured for claims made by Third Parties, excluding employees of the insured. It is a popular misconception that the claimant makes the claim against the Third Party Insurers. Only the insured can invoke the policy. If the Insured decides to deal with the claim without recourse to insurance that is their decision only.

NOTE - If the insured decides to invoke their insurance they must not by word or deed admit liability - to do so could allow insurers to refuse the claim.

TORT

A civil wrong

UNDERWRITER

The person who sets the terms and conditions of an insurance policy.

WARRANTY

A requirement by an insurer that something will or will not be done. Breach of warranty entitles the insurer to decline the claim. For example, a warranty that a burglar alarm will be put into use whenever the office is closed for business. No alarm on - no claim paid.

What is Risk Management?

Risk Management can be summarised in four simple questions:

- What's the worst that could happen to us?**
- What's the likelihood of it happening?**
- What would be the impact if it did?**
- What can we do about it?**

Risk Management means that we have an understanding of what our risks are and how we can manage them. It is a particular approach to identifying threats and opportunities and managing them within available resources and is as much about identifying opportunities as avoiding risks or mitigating losses.

Risk takes a variety of forms eg: financial, risks to projects or service delivery, reputation, partnerships, employees, Cabinet Members and risks from missed opportunities. These risks could affect your performance, assets, stakeholders, customers and members of the public.

Risk Management will not eliminate risks entirely and the real value of good risk management lies within the benefits it will deliver. The benefits will be wide and varied in nature and below is a sample of the benefits you could expect:

- Improved performance and achievement objectives
- Supporting the decision making process
- Enhanced reputation and public confidence
- Early warning of problems
- Prioritisation of resources
- Improved business planning by concentrating on the outcome not the process

Responsibility

The Council expects all its employees and Cabinet Members to have a level of understanding of how risks and opportunities could affect their performance and to regard the management of those, as part of their everyday activities.

There are two types of risk, ***strategic risks*** - those risks that need to be taken into account when making judgements about medium/long-term objectives and ***operational risks*** that managers and staff will encounter in the daily course of their work.

All employees should within their given area of responsibility and work:-

Have an understanding of risks and regard risk management as part of their everyday activities, including identification and reporting of risks and opportunities which could affect the Council

Assist in or undertake risk assessments for their areas of work

Maintain an awareness of risk and feed into the formal management and reporting process

Support and participate in risk management activities where required

The Council has two main Risk Management Groups, Corporate Risk and Functional Risk. They have been tasked with promoting, co-ordinating and developing risk management as part of our culture and this "Strategic" level is focused on identifying the key risks to successful achievement of the Council's objectives.

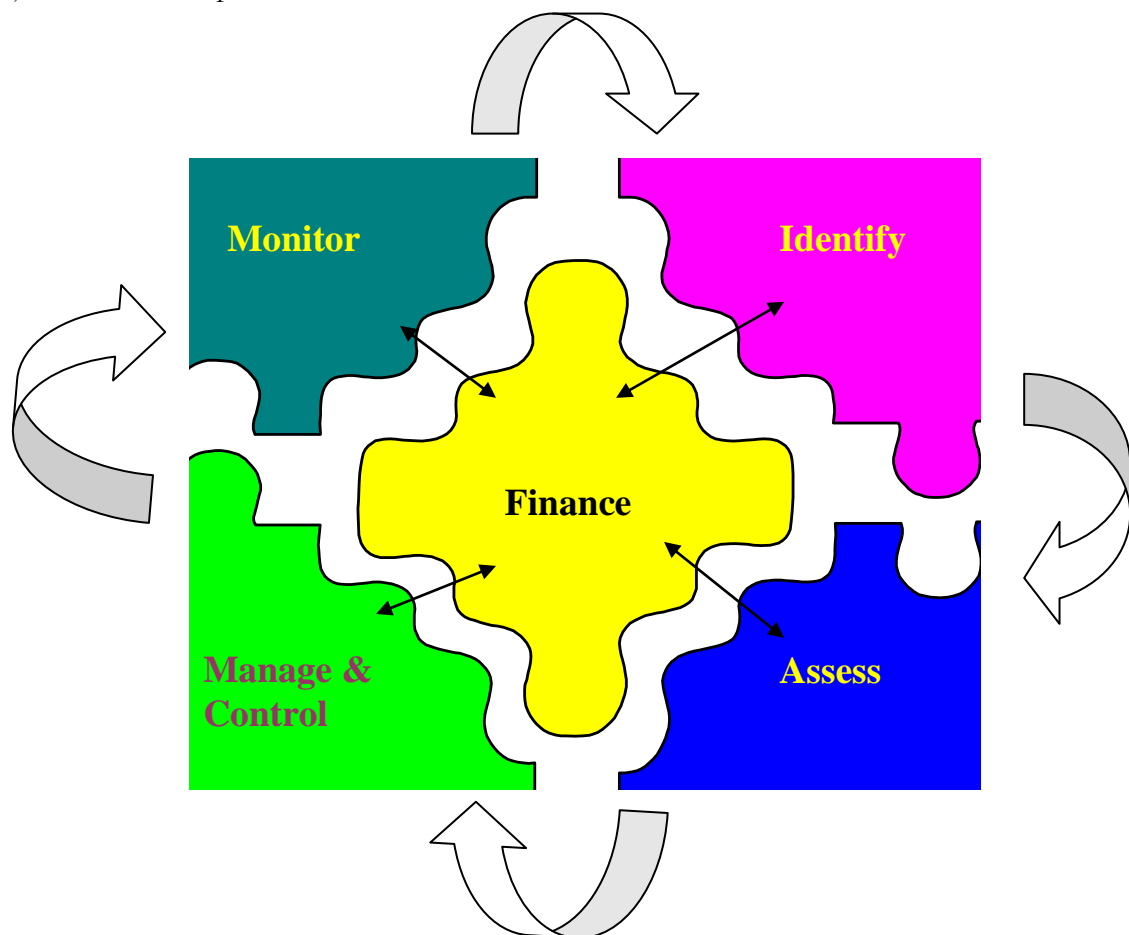
At "Operational" level the focus is on those risks or opportunities primarily concerned with the continuity of business services.

More information about the Council's Risk Management framework can be found in The Risk Management Guide, available from the Risk Management Officer, Legal Services, (01243) 756607.

The Five Steps of the Risk Management Cycle

Risk management should be regarded as part of your normal management process; it requires judgement and informed decision-making and is best undertaken as a group exercise.

There are five steps to Risk Management and the focus should be on the outcome of the objectives, not the process itself.



- | | |
|-----------------------------------|--|
| 1 Identifying Risks | - is the means by which threats and opportunities are identified and turned into manageable statements. |
| 2 Assessing Risks | - estimating which of the risks pose the greatest threat or opportunity to the Council. |
| 3 Managing and Controlling | - developing and putting into place actions and control measures to treat or manage the risk or maximise opportunities |
| 4 Monitor | - changes in risks/the risk environment; reviewing and reporting relevant actions and control measures appropriately and that changing circumstances have not altered risk priorities. |
| 5 Finance | - allocate resources to be 'ring-fenced' where appropriate or as per your business plan. |

Identifying Risk

There are three elements to any risk:-

an **event** that has a **consequence** that leads to an **impact** on objectives

Strategic and Operational risks are not mutually exclusive and can be driven by external or internal factors, or a combination of both. Risk can be measured by estimating the likelihood of the event happening and the impact it may have on objectives if it does.

Common areas of risk that can fall into both Strategic and Operational areas are identified below;

- **Finance:** losing monetary resources or incurring unacceptable liabilities
- **Reputation:** relates to the Council's image, loss of public confidence
- **Political:** e.g. Embarrassment to Members/Council
- **Legal/Regulatory:** claims against the authority, non-compliance
- **Service:** doing the right things in the wrong way (service delivery failure, targets not met), missing business opportunities
- **Environmental:** Force majeure, environmental impact
- **Customer:** Stakeholders, residents, partnerships and the community

Assessing Risk

Once you have compiled your list of risks, the next step is to assess those risks in terms of likelihood that they will occur and the impact if they do whereupon a decision can be made about the significance of those risks and how, or whether, the risk should be treated.

High-level risks will require active management, lesser risks contingency planning or good housekeeping and for lesser risks a periodical review.

Once the risks have been identified and assessed you need to establish ownership:-

Who will own and manage the risk?

Can the likelihood of occurrence be reduced?

Can the impact be reduced?

Can the consequences of the risk be changed?

There are four common approaches to treating risk:

Toleration

- continue, as nothing can be done at reasonable cost to mitigate a risk in terms of potential benefit, or ability to do anything about risks may be extremely limited.

These risks should continue to be monitored and contingency plans should be in place in the event of the identified risk occurring.

Treating

- the risk. This is the most widely used approach. The purpose of treating a risk is to continue with the activity that gives rise to the risk but to bring the risk to an acceptable level by taking action to control it by:-

Containment actions (lessen the likelihood or consequences and apply these actions before the risk materialises)
or

Contingent actions (put into action after the risk has happened, i.e. reducing the impact - must be pre-planned).

Terminating

- the risk, doing things differently thus removing the risk.

Transferring

- some aspects of the risk to a third party e.g. Insurance, or paying a third party to take the risk.

Remember - the cost of management and control of the risk should be proportionate to the risk that is being addressed.

Some measures may be relatively easy to address, others may have to be implemented in phases. If you have identified treatment of a risk that falls outside your immediate area of influence, it should be referred to the Functional Risk Group who will assist to coordinate control measures between services.

Circumstances and business priorities can and do, change, and therefore risks need to be reviewed regularly.

Financing Risk

It is an unfortunate fact that despite the best efforts employed by risk practitioners and others, to avoid, prevent or control losses, they still occur. Financing risk is viewed as the measures or methods taken to finance the cost of risk.

There are three methods available for the financing of risks:-

Transfer (Not to an insurer) - usually arranged as part of a contractual agreement, transferring either the activity, giving rise to the risk (risk control transfer) or financial responsibility for losses arising out of the risk (risk financing transfer).

Retention - the organisation may decide to retain its losses, as insurance may not be the most appropriate method of financing loss or it may not be possible or desirable to place some or all of the risk with an insurer.

Insurance - an insurer is a professional risk-bearer, and the transfer of the risk is the main objective of the insurance contract.

The Risk Management Guide and Perform Model

A Risk Management Guide has been issued and is available on the Intranet. It provides guidance on all aspects of risk management and is a practical 'toolkit' that introduces a consistent methodology to be followed throughout the Council. The Guide has been produced by the Corporate Risk Management Officer and is subject to a 6 monthly review. The new guide and introduction to risk assessment called the Perform Model is now also available on the Intranet.

Making Others Aware of Risk Management

The Council is aware of the potential benefits and rewards from partnership working but it also recognises the risks involved. Whilst risk can be managed by the Council through formal contracts and partnership agreements that clearly allocate risks to the appropriate parties e.g. a PFI arrangement; failure by the parties to manage their risks can have serious consequences for the other(s).

Before entering into a partnership, joint working or business contract arrangement, please ensure that the prospective partners and contractors state their approach to risk management and provide evidence to support their response that will then integrate into existing procurement arrangements.

Integrating risk management is not going to happen overnight; often, small but steady progress achieves the best outcomes. It may take three to five years of annual reviews before full integration has been achieved, but that does not mean that you will not start to see some of the benefits before then.

Use the resources available to assist you and whatever method suits you, to work through the process, eg: workshops, team meetings, working in groups or a mix of approaches.

**Remember, Risk Management is not some new mysterious management tool,
it is just good management.**

Index to Appendices

- 1 Personal Accident & Sickness claim form - Lifeline Plus
- 2 Certificate of Employers Liability - AIG
- 3 Brokers letter -Confirmation of Liability policies - Marsh
- 4 Medical Procedure Audit - LIRMS
- 5 Buildings and Contents - Theft claim form - LIRMS
- 6 Buildings and Contents - Malicious/Accidental Damage claim form - LIRMS
- 7 Cash losses claim form - LIRMS
- 8 Loss of Revenue claim form - LIRMS
- 9 Motor claim form – Gallagher Bassett
- 10 Third Party Hirer's Insurance Schedule of Lettings - LIRMS
- 11 Travel/School Journey Medical Expenses claim form - Lifeline Plus
- 12 Travel/School Journey - Cancellation/Curtailment/Delay claim form – Lifeline Plus
- 13 Travel/School Journey - Loss of and Damage to Property claim form – Lifeline Plus
- 14 Business Travel - Concierge claim form – Lifeline Plus
- 15 Employee Travel Pack - AIG
- 16 Personal Accident to Pupil application form – AIG
- 17 Medical certificate – Personal Accident or Sickness – Lifeline Plus

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