

Sub Section 4B - Public Liability

Sub Section Insuring Clause (what is insured)

The Company will indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay for damages and Law Costs arising out of accidental

- (a) Bodily Injury to any person
- (b) Nuisance
- (c) loss of or damage to material property

occurring during the Period of Insurance and arising out of and in the course of a School Related Activity

Provided that

- (a) the liability of the Company in respect of all damages and all Law Costs shall not exceed the Limits of Indemnity indicated below or elsewhere in this Sub Section
- (b) the Insured shall not be entitled to indemnity under this Sub Section in respect of any claim for which indemnity is more specifically provided (or would have been provided but for the application of a proviso Condition or an Exclusion there under) under Section 5 – Indemnity to Management or Section 6 - Legal Expenses

Limits of Indemnity

In respect of

- (a) claims arising out of a defect in a Product - £10,000,000 in any Period of Insurance
- (b) any other claim or number of claims arising out of one Event - £10,000,000

Sub Section Extensions

None of the under noted Extensions shall operate to increase the liability of the Company beyond the Limits of Indemnity stated in the Insuring Clause of this Sub Section and each Extension is subject otherwise to the terms Definitions Exclusions and Conditions of this Sub Section and this Policy

1. Indemnity to Principals

The Company will indemnify any Principal in respect of legal liability as defined in the Sub Section Insuring Clause

Provided that

- (a) the Insured would have been entitled to indemnity under this Sub Section had the claim been made against the Insured
- (b) the Principal is not entitled to indemnity under any other policy
- (c) the Principal shall as though he were the Insured observe

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fulfil and be subject to the terms Definitions Exclusions and Conditions of this Policy

2. Data Protection Act 1998 (the Act)

The Company will indemnify the Insured in respect of legal liability incurred by virtue of Section 13, of the Data Protection Act 1998

Provided that

- (a) the Insured is registered in accordance with the terms of the Act
- (b) the liability of the Company shall not exceed £650,000 in any one Period of Insurance
- (c) the Company shall not be liable for
 - (i) any claim caused by a deliberate act or omission and which could reasonably have been expected having regard to the nature and circumstances of such act or omission
 - (ii) any claim resulting from fraud or dishonesty
 - (iii) any costs or expenses of rectifying rewriting or erasing data
 - (iv) any claim arising from the recording processing or provision of data for reward or to determine the financial status of any person

3. Medical Expenses

At the request of the Insured the Company will on compassionate grounds meet any reasonable expenses incurred by any person resulting from an accident in connection with a School Related Activity

Provided that the liability of the Company shall not exceed

- (a) in respect of any one person £ 650
- (b) in any one Period of Insurance £6,500

The Insured shall not disclose the existence of this Extension without the consent of the Company

4. Members of the board of management / governors Trustees or School principals

In the event of any member of the board of management / governors or trustees or any School principal making a claim against the Insured under this Section arising from or connected with a School Related Activity the Company agrees not to raise the defence that he / she is also the Insured

5. Leased Rented and Temporarily Occupied Premises

Notwithstanding Exclusion 3 of this Sub Section the Company will indemnify the Insured in respect of legal liability as defined in the Sub Section Insuring Clause for loss of or

Sub Section 4B - Public Liability (contd.)

damage to any premises (including fixtures fittings and contents) leased loaned hired rented or temporarily occupied by the Insured in connection with a School Related Activity

Provided that no liability shall attach to the Company

- (a) solely by reason of any contract or agreement
- (b) for the first £500 of each and every claim for loss of or damage to material property

6. Motor Contingency

The Company will indemnify the Insured in respect of legal liability as defined in the Sub Section Insuring Clause arising out of the use in connection with a School Related Activity of a motor vehicle not the property of nor driven by nor provided by the Insured

Provided that the Insured shall take all reasonable precautions to ensure that all vehicles are adequately insured by current motor insurance policies

This Extension excludes

- (a) liability of or to the drivers or owners of the vehicle
- (b) loss of or damage to the vehicle or to property conveyed in or on the vehicle
- (c) any vehicle owned or driven by a person who to the knowledge of the Insured or his / her representative does not hold a licence to drive nor has motor insurance as required by law

Limit of Indemnity in respect of this Extension in any one Period of Insurance - £5,000,000

NOTE: This Extension is not sufficient to satisfy the requirements of the relevant Road Traffic legislation

7. Nuisance

The Company will indemnify the Insured in respect of legal liability as defined in the Sub Section Insuring Clause arising from any nuisance or alleged nuisance (in addition to that provided elsewhere in this Sub Section) caused by the Insured happening in or about the School Property or arising from or connected with a School Related Activity

Provided that the Company shall not be liable for any claim in respect of nuisance or alleged nuisance (other than as provided elsewhere in this Sub Section) caused by the Insured which is continued by the Insured subsequent to their becoming aware of the existence of any such nuisance or alleged nuisance

Limit of Indemnity in respect of this Extension in any one Period of Insurance - £1,500,000

8. Work Experience Schemes

The Company will indemnify the Insured in respect of legal liability arising from or in any way associated with any work experience schemes organised by the Insured or in which they participate including indemnity to any Principal in respect of the performance of such work by any student / agent or servant of the Insured

Provided that such Principal shall as though the Insured be subject to the terms Conditions Exclusions and limitations of this Policy

Definition

For the purposes of this Extension the following Definition applies

Principal means any employer participating in a work experience scheme organised by the Insured

9. Work by Contractors

Notwithstanding Exclusion 6 of this Sub Section the Company will indemnify the Insured in respect of legal liability as defined in the Sub Section Insuring Clause attaching to the Insured in connection with any claim arising directly or indirectly out of or in connection with work undertaken by any contractor engaged by the Insured

Provided that prior to engaging the services of any contractor the Insured shall inspect the contractor's insurances and ensure that

- (a) cover is provided for the contract
- (b) such insurances are operative and will remain so during the currency of the contract
- (c) the limit of indemnity provided by such insurances is not less than £2,000,000 any one Event
- (d) such insurances provide an indemnity to the Insured

10. Use of Teachers Cars on School Business

At the request of the Insured the Company will indemnify any teacher or secretary/bursar or nurse (the Insured Person) employed by the Insured arising out of any accident involving use of any private car the property of the Insured Person whilst being used in connection with a School Related Activity as follows

Sub Section 4B - Public Liability (contd.)

What is Insured

Increased Insurance Costs

The monetary value of the Insured Person's no claim bonus or discount forfeited to a limit of £2,500. The Company will also refund the Insured Person any premium loading imposed by the Insured Person's own insurers subject to a limit of £3,500

Medical Expenses

Medical Expenses necessarily incurred by the Insured Person and not otherwise recoverable subject to a limit of £3,500

Loss of or Damage to Private Car

Loss of or damage to (and costs of protection and removal to the repairer of) any private car the property of the Insured Person and not otherwise recoverable subject to a limit of £35,000

What is not Insured

- (a) Loss of use depreciation wear and tear mechanical or electrical breakdown failures or breakages or damage to tyres by application of brakes or by road punctures cuts or bursts
- (b) The first £65 of each and every claim
- (c) Loss or damage to any vehicle the property of the Insured

11. Use of School Property by Other Groups

In respect of any arrangement entered into by the Insured whereby permission is granted to persons groups or organisations for the use of any part of the School Property the Company will indemnify such persons groups or organisations but only in so far as concerns legal liability as defined in the Sub Section Insuring Clause occurring at and in connection with the use of School Property

Provided that

- (a) the persons groups or organisations shall as though they were the Insured observe fulfil and be subject to the terms Definitions Exclusions and Conditions of this Sub Section and this Policy
- (b) the persons groups or organisations are not entitled to indemnity under any other policy or policies
- (c) no liability shall attach to the Company in respect of accidental Bodily Injury loss or damage
 - (i) giving rise to a claim made by any member of the group or organisation against another member of the group or organisation
 - (ii) arising from any advice tuition instruction or treatment (other than first aid medical treatment)
 - (iii) arising from a defect in a Product other than food or

drink supplied on the Congregational Property

For the purposes of this proviso Product means any commodity article or thing (including containers labelling and packaging provided in connection therewith) manufactured constructed erected installed altered repaired serviced processed treated sold leased supplied or distributed by or on behalf of the persons group or organisation and not in the custody or control of the persons group or organisation

12. Personal Liability of Resident School Principals

The Company will indemnify any School principal residing in the School Property (including members of his / her household permanently residing with him / her) in respect of their legal liability arising from

- (a) accidental Bodily Injury to any person other than an Employee
- (b) accidental loss of or damage to property

Provided that

- (a) this Extension shall not provide cover for liability arising from
 - (i) the exercise of any trade profession or business
 - (ii) the ownership possession or use of any
 - (1) land or building
 - (2) animal other than domesticated pets
 - (3) firearm other than sporting guns
- (b) any such person
 - (i) is not entitled to indemnity under any other policy
 - (ii) shall be subject to the terms Definitions Exclusions and Conditions of this Sub Section and this Policy

13. Court Attendance Costs

In the event of any member of the board of management / governors Trustee director officer or Employee of the Insured attending court as a witness at the request of the Company in connection with a claim for which the Insured is entitled to indemnity under this Sub Section then the Company will pay the under noted amounts to the Insured for each day on which such attendance is required by the Company

- (a) any member of the board of management / governors
Trustee director
School principal or bursar **£350 per day**
- (b) any Employee **£150 per day**

Sub Section 4B - Public Liability (contd.)

14. Administration of Medication

The Company will indemnify the Insured in respect of legal liability as defined in the Sub Section Insuring Clause arising out of or in connection with the

- (a) supply and / or administration by qualified nursing staff of drugs injections or medicines as prescribed by a qualified medical practitioner
- (b) supply and / or administration by a responsible adult of drugs or medicines as prescribed by a qualified medical practitioner
- (c) supply and / or administration of drugs or medicines which are available without prescription
- (d) taking of blood samples by qualified nursing staff as prescribed by a qualified medical practitioner

15. Legionella

Notwithstanding Exclusion 11 of this Sub Section the Company will indemnify the Insured in respect of legal liability as defined in the Sub Section Insuring Clause arising out of or in connection with an outbreak of legionella at the School Property

Limit of Indemnity in respect of this Extension in any one Period of Insurance - £650,000

16. Defective Premises

The Company will indemnify the Insured in respect of liability arising under Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any premises previously owned or occupied by the Insured for purposes pertaining to the Business and which have since been disposed of by the Insured

Provided that the Company will not indemnify the Insured in respect of liability

- (a) for which indemnity is provided by any other insurance
- (b) for the costs of remedying any defect or alleged defect in such premises

17. Corporate Manslaughter and Corporate Homicide Act 2007

The Company will indemnify the Insured against legal costs and expenses incurred with the consent of the Company in the defence of or appeal against conviction in any criminal proceedings brought for a breach of the Corporate Manslaughter and Corporate Homicide Act 2007 provided that

- (a) the proceedings must relate to an alleged breach occurring during the Period of Insurance within the United Kingdom or within the seaward limits of the territorial sea adjacent to the United Kingdom in connection with the Business

- (b) in the event of an appeal our legal advisor has advised that there is a strong prospect of achieving a successful defence at all times throughout the appeals process
- (c) the Company will not indemnify the Insured in respect of
 - (1) any fines penalties punitive or exemplary damages
 - (2) the cost of implementing any remedial order or publicity order
 - (3) proceedings resulting from any deliberate or intentional criminal act or omission
 - (4) proceedings in relation to the death of an Employee
 - (5) proceedings where indemnity is provided by another policy of insurance or where but for the existence of this Extension indemnity would have been provided by such other insurance policy
- (d) nothing in this Extension will operate to increase the liability of the Company to pay any amount exceeding the limit of Indemnity regardless of the number of persons claiming to be indemnified

Sub Section 4B - Public Liability (contd.)

Sub Section Exclusions (what is not insured)

The Company will not indemnify the Insured in respect of any liability

1. 1. for Bodily Injury to an Employee
 2. in respect of loss of or damage to property owned by the Insured
 3. for loss of or damage to property in the Insured's care custody or control other than the property of any Employee or visitor
 4. arising directly or indirectly out of or in connection with the ownership possession or use by or on behalf of the Insured of any aircraft hovercraft or waterborne craft exceeding 5 metres in length and / or having a design maximum speed in excess of 10 knots
 5. any liability arising from any judgement award or settlement made within countries states or territories which operate under the laws of the United States of America or Canada or from any order made anywhere in the world to enforce such judgement award or settlement either in whole or in part
 6. arising directly or indirectly out of or in connection with
 - (a) demolition construction structural alteration or repair of buildings
 - (b) work on the exterior of a building in excess of 15 metres from ground level
 - (c) work on the interior of a building in excess of 15 metres above floor level
 - (d) work involving the use of scaffolding other than mobile scaffold towers
 - (e) the use of power driven wood working machinery other than the use of portable tools applied to the work by hand
 - (f) tree felling or lopping
 - (g) any commercial enterprise / company created by or on behalf of the Insured other than solely as part of the School curriculum
 - (h) any carnival festival gymkhana or horse / pony racing organised by or on behalf of the Insured
 - (i) any production / concert or other fund raising activity where the anticipated attendance exceeds one thousand (1,000) persons except where conducted within the building of a church
 - (j) summer school camps or projects (other than any liability attaching to the Insured as owner of the School Property)
 - (k) any fund raising activity not solely for the benefit of the Insured
 7. arising directly or indirectly out of or in connection with negligent advice design specification formula or a breach of duty owed in a professional capacity by the Insured
 8. arising directly or indirectly out of or in connection with the sale or supply of any Product to or in the United States of America or Canada other than by way of retail sale by the Insured in the Territorial Limits
 9. assumed under contract or agreement which would not otherwise have attached
 10. arising directly or indirectly out of or in connection with the cost of removing repairing recalling replacing or reinstating any Products sold or supplied by or on behalf of the Insured
 11. arising directly or indirectly from Pollution or Contamination unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific place and time during the Period of Insurance

Provided that

 - (a) all Pollution or Contamination which arises out of such incident shall be deemed to have occurred at the time such incident takes place
 - (b) the liability of the Company for all damages and Law Costs in respect of such Pollution or Contamination which is deemed to have occurred during any one Period of Insurance shall not exceed in the aggregate the amount shown above as the Limit of Indemnity
 12. compulsorily insurable in accordance with any Road Traffic legislation
 13. arising directly or indirectly out of or in connection with
 - (a) any intentional dishonest fraudulent criminal or malicious act or omission
 - (b) any actual or attempted conduct or contact of a sexual nature including but not limited to conduct or contact involving sexual gratification discrimination coercion harassment or pressure of any kind
- whether or not such liability or claim arises from or allegedly arises from or relates in any way to or allegedly relates in any way to
- (i) the employment contracting with hiring retention placement training or supervision by the Insured or other persons

Sub Section 4B - Public Liability (contd.)

- (ii) any failure or alleged failure to research the background or suitability of or to monitor or respond to alleged complaints relating to Employees agents servants members of the Insured or any other person
- (iii) the conduct of any person or persons to whom the Insured has delegated any duties or functions

- 14. for fines penalties punitive or exemplary damages
- 15. directly or indirectly caused by arising from in consequence of or in any way involving asbestos

But this Exclusion shall not apply to Bodily Injury or loss of or damage to material property caused by any commodity article or thing containing asbestos where the presence of asbestos is not in itself a direct or indirect cause of such Bodily Injury or loss of or damage to material property

SEE ALSO GENERAL EXCLUSIONS AND GENERAL CONDITIONS

Sub Section Conditions

1. Special Waiver Clause

The Company agrees not to exercise the right to avoid this Sub Section where it is alleged that there has been non-disclosure or misrepresentation by the Insured at inception or at any subsequent renewal

Provided that

- (a) the Insured shall establish to the satisfaction of the Company that such alleged non-disclosure or misrepresentation was innocent and free of any fraudulent or dishonest intent or motive
- (b) where such non-disclosure or misrepresentation prejudices the handling or settlement of any claim the amount payable (including costs and expenses) shall be reduced to such sum as would have been payable in the absence of such prejudice

2. The Company's Rights

In the event of a claim the Company may at any time at its sole discretion pay to the Insured the Limit of Indemnity (after deduction of any sum or sums already paid) or any lesser amount for which such claim can be settled including any Law Costs incurred to date and shall then relinquish the conduct and control of the claim to the Insured and be under no further liability in respect thereof

Work Experience Endorsement

Section 4 General Liability - Sub Section 4B Public Liability

Sub Section Extension 8 is amended to read as follows:

8. Work Experience Schemes

In respect of any work experience agreement entered into by the Insured for the placement of students and/or pupils on work experience with an Employer the Company will indemnify the Employer in respect of legal liability as defined in the Sub Section Insuring Clause provided that

- (a) The Insured would have been entitled to indemnity under this Sub Section had the claim been made against the Insured
- (b) The Employer is not entitled to indemnity under any other Policy
- (c) The Employer shall as though they were the Insured observe fulfil and be subject to the terms Definitions Exclusions and Conditions of this Sub Section and this Policy

For the purposes of this Extension Employer means the company or firm named in the work experience agreement between the Insured and the Employer and who has agreed to participate in the work experience scheme and to provide facilities for the student and/or pupil (including the provision of any protective equipment or clothing which may be necessary) and supervision and to comply with all Health and Safety legislation relating to the Employer's workplace

Subject otherwise to the terms Definitions Exclusions and Conditions of this Sub Section and this Policy