

Nick Roberts
Durrington Multi Academy Trust
The Boulevard
Worthing
West Sussex
BN13 1JX

select

schools policy schedule

The Policy, the Policy Schedule, Certificates of Insurance and Endorsements form one document and should be read together. This Schedule replaces any previous Schedule.

Policy Number	KSC-242094-4223
Insured	Durrington Multi Academy Trust
Business	School

Period of Insurance	
From	1st April 2019
To	31st March 2020

and any other period for which cover has been agreed.

Renewal Premium	£50,797.55
-----------------	------------

Premiums are exclusive of Insurance Premium Tax and/or VAT as appropriate.

Schedule Number	03
-----------------	----

Preparation Date	23rd April 2019
------------------	-----------------

Prepared by	James Thornhill
-------------	-----------------

PART A - Material Damage

Effective Date: 1st April 2019

The Reinstatement Condition applies

Table Headings :

Contents (a) : General Contents

Contents (b) : Computer Equipment

Premises Address :	Buildings Sum Insured	Contents (a)	Contents (b)
1. Durrington High School BN13 1JX	£49182266 (£39345813)	£6410523	£850000
2. All Weather Surfaces BN13 1JX	£1287500 (£1030000)	£Nil	£Nil
3. The Laurels Primary School Worthing BN13 3QH	£3306250 (£2645000)	£264500	£30000

Cover :

Accidental DAMAGE by any cause not otherwise excluded.
For Exclusions see page EX1 of the Policy.

Excesses :

The following Excesses apply to each and every loss arising in respect of each and every separate premises from:

Malicious Damage	£250
Storm or Flood	£500
Escape of Water	£500
Falling Trees or Branches	£250
Impact by Own Vehicles	£250
Accidental Damage	£500

Operative Endorsements :

1,2,3,4,5,6,7 see pages EN1 and EN2 of the Policy

14. LIMIT OF LIABILITY (Applicable to Parts A, B, and C)

In the event of DAMAGE or CONSEQUENTIAL LOSS arising from any one event or series of events arising out of a single originating cause the maximum liability in respect of any one BUILDING or other specified property, including CONTENTS, STOCK and goods held by the INSURED on trust or for which they are responsible therein, shall not exceed £50,000,000 in respect of the Parts specified above in the aggregate unless specified in the Schedule.

PART B - Business Interruption

Effective Date: 1st April 2019

	Indemnity Period	Sum Insured
1. Additional Expenditure	36 Months	£5,000,000
2. Loss of Data – Reconstitution of computer records	12 Months	£1,100,000
3. Loss of Gross Revenue	36 Months	£150,000

Cover :

Accidental DAMAGE by any cause not otherwise excluded.
For Exclusions see page EX1 of the Policy.

Operative Endorsements :

14. Section 5 – Special Extensions 2 - is held to be removed and restated as follows:

2. The insurance by this Part is extended to include loss resulting from interruption of or interference with the **business** carried on by the **insured** at the **premises** in consequence of:
 - (a)
 - (i) any occurrence of a Notifiable Disease (as defined below) at the **premises** or attributable to food or drink supplied from the **premises**
 - (ii) any discovery of an organism at the **premises** likely to result in the occurrence of a Notifiable Disease
 - (iii) any discovery of a Notifiable Disease within 10 miles radius of the **premises**
 - (b) the discovery of vermin or pests at the **premises**
 - (c) any accident causing defects in the drains or other sanitary arrangements at the **premises** which causes restrictions on the use of the **premises** on the order or advice of the competent local authority
 - (d) any occurrence of murder or suicide at the **premises**.

Special Provisions

- (a) ‘Notifiable Disease’ will mean illness sustained by any person resulting from:
 - (i) food or drink poisoning
 - (ii) one of the following specified human infectious or human contagious diseases:

Acute encephalitis	-	Ophthalmia neonatorum
Acute poliomyelitis	-	Paratyphoid fever
Anthrax	-	Rabies
Bubonic Plague	-	Relapsing fever
Cholera	-	Rubella
Diphtheria	-	Scarlet fever
Dysentery	-	Smallpox
Legionellosis	-	Tetanus
Legionnaires Disease	-	Tuberculosis
Leprosy	-	Typhoid fever
Leptospirosis	-	Typhus fever
Malaria	-	Viral hepatitis
Measles	-	Viral haemorrhagic
Meningitis	-	Whooping cough
Meningococcal Infection	-	Yellow fever
Mumps		

an outbreak of which the competent local authority has stipulated shall be notified to them.

- (b) For the purposes of this Special Extension:
- (i) 'Indemnity Period' will mean the period during which the results of the **business** are affected in consequence of the occurrence, discovery or accident beginning with the date from which the restrictions on the **premises** are applied (or in the case of (d) above, with the date of the occurrence) and ending not later than the Maximum Indemnity period thereafter

'Maximum Indemnity Period' will mean 3 months
 - (ii) in the event that this Part includes an extension which deems loss, destruction or damage at other locations to be Damage at the **premises** such extension will not apply to this Special Extension.
- (c) The **insurer** will not be liable under this Special Extension for:
- (i) loss arising from restrictions on the use of the **premises** in consequence of an emergency prohibition notice or emergency prohibition order being served against the **insured** or the manager of the **premises** in relation to a breach of the Food Safety Act 1990, General Food Regulations 2004 or Food Hygiene Regulations 2006 including any modifications or re-enactment thereto
 - (ii) any costs incurred in the cleaning, repair, replacement, recall or checking of **property**.
- (d) The **insured** will comply with all issues identified as contraventions arising from a Food Premises Inspection Report within the timescales stated in such report.
- (e) The **insured** will notify the **insurer** immediately of any prohibition notice, emergency prohibition notice or emergency prohibition order served against them or the manager of the **premises** in relation to a breach of the Food Safety Act 1990, General Food Regulations 2004 or Food Hygiene Regulations 2006 including any modifications or re-enactment thereto.
- (f) The **insurer** will only be liable for the loss arising at those **premises** which are directly affected by the occurrence, discovery or accident and then only for an amount not exceeding £25,000 or the Sum Insured whichever is the lesser.

PART D - Money

Effective Date: 1st April 2019

	Limit any one loss
1. Loss of Non-Negotiable MONEY in the situations specified in items 2(a), 2(b), 2(c)(i) and 2(c)(ii):	£250,000
2. Loss of other MONEY:	
(a) in transit in the custody of any GOVERNOR or EMPLOYEE or in transit by registered post, or in a Bank Night Safe	£5,000
(b) in the private residence of any GOVERNOR or EMPLOYEE	£250
(c) in the PREMISES	
(i) in the custody of or under the actual supervision of any GOVERNOR or EMPLOYEE	£5,000
(ii) in locked safes or strongrooms	£5,000
(iii) in locked receptacles other than safes or strongrooms	£250

Excess : £50 each and every loss

Personal Accident Assault Limits : See Section 3(c)

PART E - Public Liability

Effective Date: 1st April 2019

Limit of Indemnity : £25,000,000

Excess : £100 each and every claim in respect of Section 2(d)(ii)

Operative Endorsements :

1. Public Liability Endorsement

Environmental Clean Up Costs

The following Special Definitions are added to Section 1:

Clean Up Costs

- a) Testing for or monitoring of Pollution or Contamination
- b) the costs of Remediation required by any Enforcing Authority to a standard reasonably achievable by the methods available at the time that such Remediation commences.

Remediation

Remedying the effects of Pollution or Contamination including primary, complementary and compensatory actions as specified in the Environmental Damage (Prevention and Remediation) Regulations 2009.

Enforcing Authority

Any government or statutory authority or body implementing or enforcing environmental protection legislation within the TERRITORIAL LIMITS.

Cover

The INSURER will indemnify the INSURED in respect of all sums including statutory debts that the INSURED is legally liable to pay in respect of Clean Up Costs arising from environmental damage caused by Pollution or Contamination where such liability arises under an environmental directive, statute or statutory instrument.

Provided always that:

- a) liability arises from Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance. All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the same time such incident takes place
- b) the INSURER's liability under this Extension shall not exceed £1,000,000 for any one occurrence and in the aggregate in any one Period of Insurance and will be the maximum the INSURER will pay inclusive all costs and expenses. This limit will form part of and not be in addition to the Limit of Indemnity stated in the Schedule
- c) immediate loss prevention or salvage action is taken and the appropriate authorities are notified

Exclusions

The INSURER shall be under no liability:

1. in respect of Clean Up Costs for DAMAGE to the INSURED's land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the INSURED's care, custody or control
2. for DAMAGE connected with pre-existing contaminated property
3. for DAMAGE caused by a succession of several events where such individual event would not warrant immediate action
4. in respect of removal of any risk of an adverse effect on human health on the Insured's land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the INSURED's care, custody or control
5. in respect of costs in achieving an improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time Remediation commences
6. in respect of costs for prevention of imminent threat of environmental damage where such costs are incurred without there being Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident
7. for DAMAGE resulting from an alteration to subterranean stores of groundwater or to flow patterns
8. in respect of costs for the reinstatement or reintroduction of flora or fauna
9. for DAMAGE caused deliberately or intentionally by the INSURED or where they have knowingly deviated from environmental protection rulings or where the INSURED has knowingly omitted to inspect, maintain or perform necessary repairs to plant or machinery for which they are responsible
10. in respect of fines or penalties of any kind
11. for DAMAGE caused by the ownership or operation on behalf of the INSURED of any mining operations or storage, treatment or disposal of waste or waste products other than caused by composting, purification or pre-treatment of waste water
12. for DAMAGE which is covered by a more specific insurance policy

13. for DAMAGE caused by persons aware of the defectiveness or harmfulness of products they have placed on the market or works or other services they have performed
14. for DAMAGE caused by disease in animals belonging to or kept or sold by the INSURED.

2. Section 12 – Exclusion 2(b) is amended to read as:

exemplary or punitive damages awarded by any Court of Law outside the TERRITORIAL LIMITS.

3. It is agreed that Section 12 Exclusion 10 of this Part shall not apply to any discharge, release or escape of legionella from any PREMISES owned or operated by the INSURED subject to:

- a) a regular risk assessment being carried out of all water systems to assess the risk of legionella and the suitable management of any risk of legionella being identified in the risk assessment; and
- b) compliance with the Health and Safety Commission's Approved Code of Practice entitled "Legionnaires disease - The control of legionella bacteria in water systems"; and
- c) details having been supplied by the INSURED to the INSURER of the number of PREMISES owned or operated by the INSURED where cooling towers, evaporative condensers and/or other apparatus giving rise to an increased risk of legionella are present; and
- d) details having been supplied by the INSURED to the INSURER of all incidents of legionellosis having occurred at any PREMISES owned or operated by the INSURED in the last ten years.

All Pollution or Contamination which arises out of or as a consequence of any discharge, release or escape of legionella from any PREMISES owned or operated by the INSURED shall be deemed to have occurred on the date that the INSURED first becomes aware of circumstances which have given or may give rise to such Pollution or Contamination.

This Part shall not apply to any claim arising from Pollution or Contamination which arises out of or as a consequence of any discharge, release or escape of legionella from any PREMISES owned or operated by the INSURED if before the current Period of Insurance the INSURED had become aware of circumstances which have given or may give rise to such Pollution or Contamination.

The INSURER's total liability for Pollution or Contamination, including the indemnity provided by this endorsement, which is deemed to have occurred during the Period of Insurance will not exceed in the aggregate the sum specified in the Schedule as the Limit of Indemnity.

The INSURED shall give notice in writing to the INSURER immediately on becoming aware of circumstances which have given or may give rise to a claim under this endorsement.

4. Section 12 – Exclusions is extended to include:

13. Asbestos

The INSURER will not be liable for:

any liability, loss, cost or expense directly or indirectly caused by, contributed to by or arising out of any asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos fibres or derivatives.

5. The following Section is added.

Section 14 - Corporate Manslaughter and Corporate Homicide Act 2007

The INSURER will indemnify the INSURED against legal costs and expenses incurred with the INSURER'S prior written consent in defending any criminal prosecution including an appeal against a conviction arising from any such prosecution and or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the Period of Insurance in the course of the BUSINESS.

Provided that:

- a) **the total liability of the INSURER under this Section will not exceed in the aggregate the sum specified in the Schedule as the Limit of Indemnity in any one period of insurance. This limit will form part of and not be in addition to the Limit of Indemnity specified in the Schedule**
- b) **this Section will only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands**
- c) **the INSURER must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of the Insured**
- d) **the INSURED will give to the INSURER immediate notice of any summons or other process served upon the INSURED which may give rise to proceedings under this Section**
- e) **in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding**
- f) **the INSURER will not be liable for:**
 - i) **any deliberate or intentional criminal act committed by the INSURED giving rise to a corporate manslaughter or corporate homicide charge**
 - ii) **fines or penalties of any kind**
 - iii) **the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of:**
 - 1. **the Health and Safety at Work, etc Act 1974 or any regulations made thereunder**
 - 2. **the Consumer Protection Act 1987 or any regulations made thereunder**
 - iv) **defence costs available from any other source or provided by any other insurance or where but for the existence of this Section indemnity would have been provided by such other source or insurance**
- g) **where the INSURER has already indemnified the INSURED in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another section of the policy the amount paid under that section will be taken into account in arriving at the Insurer's liability payable under this Section.**

Part E Section 11 Data Protection Act 1988 is deleted and replacing with the following:

Section 11 – Data Protection Legislation

The **insurer** will indemnify the **insured** against legal liability incurred by the **insured** under:

- a) Section 13 of the Data Protection Act 1998 or any amending or replacement legislation in connection with personal data as defined in the said Act held by the **insured**; or
- b) Article 82 of the Regulation (EU) 2016/679 - General Data Protection Regulation (GDPR)

Provided always that:

- i) the **insurer** shall not be liable:
 - 1) for fines, penalties, liquidated, punitive or exemplary damages
 - 2) for the cost of:
 - A) replacing, reinstating, rectifying or erasing any personal data
 - B) notifying any person regarding loss of personal data
 - 3) where the **insured** has committed any deliberate or criminal act giving rise to any claim under this extension
- ii) the **insurer's** liability under this extension shall not exceed £1,000,000 for any one occurrence and in the aggregate in any one period of insurance and will be the maximum the **insurer** will pay inclusive of all costs and expenses. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule.

PART F - Hirers' Liability

Effective Date: 1st April 2019

Limit of Indemnity :

£1,000,000

Excess : £100 each and every claim for damage to the premises or contents caused other than by fire or explosion

Operative Endorsements :

1. Section 3 – Exclusion 2 (b) is amended to read as:
exemplary or punitive damages awarded by any court of law outside the **territorial limits**.

PART G - Employers Liability

Effective Date: 1st April 2019

Limit of Indemnity : £25,000,000

Operative Endorsements :

1. The following Section is added.

Section 9 – Corporate Manslaughter and Corporate Homicide Act 2007

The INSURER will indemnify the INSURED against legal costs and expenses incurred with the INSURER's prior written consent in defending any criminal prosecution including an appeal against such a conviction arising from any such prosecution and or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the Period of Insurance in the course of the BUSINESS.

Provided that:

- a) The INSURER's total liability under this Section will not exceed in the aggregate the sum specified in the Schedule as the Limit of Indemnity in any one period of insurance. This limit will form part of and not be in addition to the Limit of Indemnity specified in the Schedule
- b) this Section will only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- c) the INSURER must consent in writing to the appointment of any solicitor or counsel who are to act for and on the INSURED's behalf
- d) the INSURED will give to the INSURER immediate notice of any summons or other process served upon the INSURED which may give rise to proceedings under this Section
- e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- f) the INSURER will not be liable for:
 - i) any deliberate or intentional criminal act committed by the INSURED giving rise to a corporate manslaughter or corporate homicide charge
 - ii) fines or penalties of any kind
 - iii) the defence of any criminal proceedings brought or in an appeal against conviction rising from such proceedings in respect of breach of:
 - 1) the Health and Safety at Work, etc., Act 1974 or any regulations made thereunder
 - 2) the Consumer Protection Act 1987 or any regulations made thereunder
 - iv) defence costs available from any other source or provided by any other insurance or where but for the existence of this Section indemnity would have been provided by such other source or insurance
- g) where the INSURER has already indemnified the INSURED in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of an or investigation connected with corporate manslaughter or corporate homicide under another section of the policy the amount paid under that section will be taken into account in arriving at the INSURER's liability payable under this Section.

PART H - Libel and Slander

Effective Date: 1st April 2019

Sum Insured : £2,000,000

Excess : 10% each and every claim or £1,000 whichever is the lower

PART I - Governors Liability

Effective Date: 1st April 2019

Limit of Indemnity : £5,000,000

Retroactive Date : 1st April 2017

Operative Endorsements :

1. Section 3 – Exclusion 2 (b) is amended to read as:

exemplary or punitive damages awarded by any court of law outside the **territorial limits**.

PART J - Motor

Effective Date: 1st April 2019

Insured Vehicle : All as described in Persons Entitled to Drive : the Certificate of Limitation as to Use : Motor Insurance	Cover : Section 20 A. Comprehensive									
EXCESS : Section 21 <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Amount</th> <th style="text-align: left;">Excess Code(s)</th> <th style="text-align: left;">Description</th> </tr> </thead> <tbody> <tr> <td>£150</td> <td>KLMN</td> <td>Accidental Damage, Fire, Theft, Windscreens</td> </tr> </tbody> </table> <p>Additional to any other Excess which applies</p>		Amount	Excess Code(s)	Description	£150	KLMN	Accidental Damage, Fire, Theft, Windscreens			
Amount	Excess Code(s)	Description								
£150	KLMN	Accidental Damage, Fire, Theft, Windscreens								
Age and Inexperienced Driver Excess : Section 9 <table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="width: 5%;">(a)</td> <td style="width: 75%;">Under 21 years</td> <td style="width: 20%; text-align: right;">£250</td> </tr> <tr> <td>(b)</td> <td>Under 25 years</td> <td style="text-align: right;">£150</td> </tr> <tr> <td>(c)</td> <td>Over 25 years inexperienced</td> <td style="text-align: right;">£150</td> </tr> </tbody> </table> <p>Additional to any other Excess which applies</p>		(a)	Under 21 years	£250	(b)	Under 25 years	£150	(c)	Over 25 years inexperienced	£150
(a)	Under 21 years	£250								
(b)	Under 25 years	£150								
(c)	Over 25 years inexperienced	£150								
Repair Limit : £Nil Section 10	Damage to Property Limit : £5,000,000 Applicable to any Commercial Vehicle, Minibus, Agricultural Vehicle and Special Type £50,000,000 Applicable to any Private Car									
Personal Effects Limit : £150 Section 11	Medical Expenses Limit : £250 Section 12									
Additional Cover : Section 22 <table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="width: 60%;">V. Loss of No Claim Discount</td> <td style="text-align: right;">Not Operative</td> </tr> <tr> <td>VI. Occasional Business Use</td> <td style="text-align: right;">Operative</td> </tr> </tbody> </table>		V. Loss of No Claim Discount	Not Operative	VI. Occasional Business Use	Operative					
V. Loss of No Claim Discount	Not Operative									
VI. Occasional Business Use	Operative									

Operative Endorsements :**1. Motor Insurers Database**

It is a condition of this policy that you supply such details of the vehicles whose use is covered by the policy as are required by the relevant law applicable in Great Britain and Northern Ireland for entry on the Motor Insurers Database

2. The following clause is added to Part J Section 2:

Corporate Manslaughter and Corporate Homicide Act 2007

In respect of any event which may be the subject of indemnity under this section the INSURER will pay legal costs and expenses incurred with the INSURER's prior written consent in connection with the defence of any criminal proceedings (including any appeal against conviction arising from any such proceedings) brought in respect of a charge and or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate

Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to be committed during the period of insurance in the course of the BUSINESS.

Provided always that:

- a) the INSURER's liability under this clause will not exceed £5,000,000 in any one period of insurance
- b) this clause will only apply to proceedings brought in the TERRITORIAL LIMITS
- c) the INSURER must consent in writing to the appointment of any solicitor or counsel who are to act for and on the INSURED's behalf
- d) the INSURED will give the INSURER immediate notice of any summons or other process served upon the INSURED which may give rise to proceedings under this clause
- e) in relation to any appeal counsel has advised there are strong prospects of such an appeal succeeding
- f) the INSURER will be under no liability:
 - i) where the INSURED has committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
 - ii) in respect of fines or penalties of any kind
 - iii) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this clause indemnity would have been provided by such other source or insurance.

3. General Condition 10 is amended to read as follows:

10. LONG TERM AGREEMENT

This condition will be applicable separately to each part of this policy unless otherwise stated in the schedule.

In consideration of a discount being incorporated in the premiums on parts of this policy the **insured** undertakes to offer annually the insurance under each such part on the terms and conditions in force at the expiry of each period of insurance and to pay the premiums in advance, it being understood that:

- (a) the **insurer** will be under no obligation to accept an offer made in accordance with the above mentioned undertaking
- (b) the sum insured may be reduced at any time to correspond with any reduction in value or in the **business**
- (c) in respect of parts J and M rates will be amended at each renewal date in line with the change in the Average Weekly Earnings – Regular Pay – Whole Economy – 3 month Average Index for all Employees during the period of 12 months which expires 3 months prior to the month of renewal

The above mentioned undertaking applies to any policy or part which may be issued by the **insurer** in substitution for this policy or part and the same discount will be incorporated in the premium on any substituted policy or part issued by the **insurer**.

Payment of the first or renewal premium will be deemed acceptance by the **insured** of this condition.

PART K - Legal Expenses and Uninsured Loss Recovery

Effective Date: 1st April 2019

The Claims Handling Agent is DAS Legal Expenses Insurance Company Limited

Limit of Indemnity : £50,000 per insured incident

PART L - Inspection Contract

Effective Date: 1st April 2019

Service : Inspections of each item of Plant described in the Plant Specification which will be invoiced separately under Contract Number EI-242094-4227

Operative Endorsements :

1. General Condition 10 is amended to read as follows:

10. LONG TERM AGREEMENT

In consideration of a discount being incorporated in the fee the **contract holder** undertakes to offer annually the examinations provided under this contract on the terms and conditions in force at the expiry of each period of contract and to pay the fee in advance, it being understood that:

- (a) the **contractor** will be under no obligation to accept an offer made in accordance with the above mentioned undertaking
- (b) in respect of part L the rate will be amended at each renewal date in line with the change in the Average Weekly Earnings – Regular Pay – Whole Economy – 3 month Average Index for all Employees during the period of 12 months which expires 3 months prior to the month of renewal

The above mentioned undertaking applies to any contract which may be issued by the **contractor** in substitution for this contract and the same discount will be incorporated in the fee on any substituted contract issued by the **contractor**.

Payment of the first or renewal fee will be deemed acceptance by the **contract holder** of this condition.

PART M - Engineering Insurance

Effective Date: 1st April 2019

Cover : As described in the Plant Specification by means of cover codes as defined in Section 12 in respect of each item of plant

	Limits of Indemnity
Section 2(a) Insured Damage to Plant	£500,000
Section 2(b) Own Surrounding Property Damage	£500,000

Excess : £100 each and every loss

Operative Endorsements :

1. General Condition 10 is amended to read as follows:

10. LONG TERM AGREEMENT

This condition will be applicable separately to each part of this policy unless otherwise stated in the schedule.

In consideration of a discount being incorporated in the premiums on parts of this policy the **insured** undertakes to offer annually the insurance under each such part on the terms and conditions in force at the expiry of each period of insurance and to pay the premiums in advance, it being understood that:

- (a) the **insurer** will be under no obligation to accept an offer made in accordance with the above mentioned undertaking
- (b) the sum insured may be reduced at any time to correspond with any reduction in value or in the **business**
- (c) in respect of parts J and M rates will be amended at each renewal date in line with the change in the Average Weekly Earnings – Regular Pay – Whole Economy – 3 month Average Index for all Employees during the period of 12 months which expires 3 months prior to the month of renewal

The above mentioned undertaking applies to any policy or part which may be issued by the **insurer** in substitution for this policy or part and the same discount will be incorporated in the premium on any substituted policy or part issued by the **insurer**.

Payment of the first or renewal premium will be deemed acceptance by the **insured** of this condition.

PART N - Deterioration of Stock

Effective Date: 1st April 2019

Premises:

- 1 Durrington High School

Premises No:	Item No:	Item	Serial No:	Sum Insured
1	1	Freezer	00001	£5,000

Excess: 5% of each and every loss subject to a minimum of £25 and a maximum of £500

PART O - Fidelity Guarantee

Effective Date: 1st April 2019

Persons Guaranteed :

Sum Insured

All GOVERNORS and EMPLOYEES

£500,000

Excess : £100 each and every loss

PART P - Personal Accident - Employees, Volunteers, Governors & Pupils

Effective Date: 1st April 2019

Persons Insured :

Employees

Capital Sum	£175,000
Weekly Sum	£Nil
Cover	Sections 2 and 3 - Accident and Assault Cover

Volunteers

Capital Sum	£50,000
Weekly Sum	£Nil
Cover	Sections 2 and 3 - Accident and Assault Cover

Governors

Capital Sum	£175,000
Weekly Sum	£Nil
Cover	Sections 2 and 3 - Accident and Assault Cover

Activity :

A. Official duties in connection with the BUSINESS including journeys directly connected therewith.
Activity Code A

Operative Endorsements :

Pupils

Capital Sum	£25,000
Weekly Sum	£Nil
Cover	Sections 2 and 3 - Accident and Assault Cover

Activity :

1. Section 4 – Exclusion (e) is added:

- (e) The INSURER will not be liable for any actual loss directly or indirectly arising out of, contributed to by, or resulting from actual, threatened, feared or perceived use of biological, chemical, radioactive or nuclear agent, material, device or weapon

PART Q - School Journey

Effective Date: 1st April 2019

Section :	Limit of Indemnity
2. Cancellation and Other Expenses	£3,000
3. Medical and Associated Expenses	£10,000,000
4. Personal Accident	
Capital Sum	£25,000
Death of a Person Insured aged under 16 years	£7,500
Weekly Sum (over 18 years old)	£100
Weekly Sum (under 18 years old)	£25
5. Personal Effects and Money All Property Insured	£1,500

Operative Endorsements :

1. Section 6 – Exclusion (e) is added:

- (f) The INSURER will not be liable for any actual loss directly or indirectly arising out of, contributed to by, or resulting from actual, threatened, feared or perceived use of biological, chemical, radioactive or nuclear agent, material, device or weapon

PART R - Legal Expenses

Effective Date: 1st April 2019

The Claims Handling Agent is DAS Legal Expenses Insurance Company Limited

Insured Events:

1.	Employment Disputes and Compensation Awards	Operative
2.	Legal Defence	Operative
3.	Property Protection and Bodily Injury	Operative
4.	Tax Protection	Operative
5.	Contract Disputes	Operative
6.	Debt Recovery	Not Operative

Limit of Indemnity : £250,000

Operative Endorsements :

1. TUPE

Exception (v) under Insured Event 1 – Employment Disputes and Compensation Awards is inoperative.

2. Legal Expenses - Definitions

Legal Expenses Cover (c) is amended to read:

(c) in civil claims other than claims for Employment Disputes and Compensation Awards, it is always more likely than not that a Person Insured will recover damages (or obtain any other legal remedy which the INSURER has agreed) or make a successful defence.

What is not covered under Employment Disputes will include:

(vi) any claim arising from the INSURED's failure to implement employment risk management requirements specified by the INSURER.

Provisos (a) (i), (ii), (iii) and (b) to Section (b) Compensation Awards are deleted.

Parts not applying to this Policy

Part C - Works in Progress

Long Term Agreements

Part A - Material Damage. Long Term Agreement Expiry Date : 31/03/2020
Part B - Business Interruption. Long Term Agreement Expiry Date : 31/03/2020
Part D - Money. Long Term Agreement Expiry Date : 31/03/2020
Part E - Public Liability. Long Term Agreement Expiry Date : 31/03/2020
Part F - Hirers' Liability. Long Term Agreement Expiry Date : 31/03/2020
Part G - Employers Liability. Long Term Agreement Expiry Date : 31/03/2020
Part H - Libel & Slander. Long Term Agreement Expiry Date : 31/03/2020
Part J - Motor. Long Term Agreement Expiry Date : 31/03/2020
Part L - Inspection Contract. Long Term Agreement Expiry Date : 31/03/2020
Part M - Engineering Insurance. Long Term Agreement Expiry Date : 31/03/2020
Part O - Fidelity Guarantee. Long Term Agreement Expiry Date : 31/03/2020
Part P - Personal Accident. Long Term Agreement Expiry Date : 31/03/2020
Part Q - School Journey. Long Term Agreement Expiry Date : 31/03/2020