

MAVEN PUBLIC SECTOR LIABILITY POLICY SCHEDULE

Policy Number	P20CASLFG00153	
Policy Wording	Maven Public Sector Liability v2 0915	
The Insured	Wiltshire Council	
Insured Postal Address	County Hall Bythesea Road Trowbridge Wiltshire BA14 8JN	
The Business	Unitary Authority	
The Underwriters	Maven Public Sector Authorised and regulated by: Financial Conduct Authority	
Operative Sections	Section 1, Employers' Liability	Insured
	Section 2, Public and Products Liability	Insured
	Section 3, Professional and Officials' Indemnity	Insured
Aggregate Self-Insured Retention	Amount GBP 2,500,000	Applicable to Claims under
	Section 1, Employers' Liability	Yes
	Section 2, Public and Products Liability	Yes
	Section 3, Professional and Officials' Indemnity	Yes
Self-Insured Retention	Amount	Applicable to Claims under
	GBP 400,000	Section 1, Employers' Liability (EL)
	GBP 400,000	Section 2 Public and Products Liability (PL/P)
	GBP 250	Section 2 Hirers Liability
	GBP 100,000	Section 3 Professional and Officials' Indemnity
Territorial Limits	<p>Section 1, Employers' Liability</p> <p>(a) anywhere in the world provided that the Employee's employment or engagement is entered into in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands; or</p> <p>b) in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands in respect of employment or engagement entered into outside these territories including temporary visits outside these countries other than back to the country of employment. or engagement</p> <p>Section 2, Public and Products Liability Worldwide</p> <p>Section 3, Professional and Officials' Indemnity Worldwide except the United States of America and Canada</p>	

Period of Insurance	From 01 April 2020 To 31 March 2021	both days inclusive
Premium	Premium Insurance Premium Tax at 12% Total	GBP 268,250.00 GBP 32,190.00 GBP 300,440.00
Insurers and Apportionment	The liability of each of the insurers individually shall be limited to the proportion set against its name	
	Insurer	Proportion of Schedule
	XL Catlin Insurance Company UK Limited	55%
	Aviva Insurance Limited	45%
	Total	100%
	Reference	
		TBA
		100710591CLP

Maven Public Sector (hereinafter referred to as the **Underwriters**) underwrite and bind business under a delegated authority from the Insurers.

Remuneration Disclosure

When Maven Public Sector underwrite your policy the insurers pay us a percentage of the premium as a fee for the work we do on their behalf.

If certain profit targets are reached, the insurers may also pay us a bonus based on the overall performance of the book of business.

The premiums shown are inclusive of 3.5% brokerage to A J Gallagher.

SECTION 1, EMPLOYERS' LIABILITY

Limit of Indemnity: GBP 30,000,000 any one claim or series of claims arising out of any one **Occurrence**

N.B. Sub-limits apply – these are listed later in this Schedule

**Transfer of Undertakings
(Protection of Rights)
Regulations Retroactive Date
(Section 1, Extension 2)** None

SECTION 2, PUBLIC AND PRODUCTS LIABILITY

	Limit of Indemnity	
1. Public Liability	GBP 30,000,000	any one Occurrence
2. Products Liability (Personal Injury and or Property Damage caused by the Insured's Products)	GBP 30,000,000	any one Occurrence and in the aggregate for the Period of Insurance
3. Pollution Liability (Personal Injury and or Property Damage caused by Pollution)	GBP 30,000,000	any one Occurrence and in the aggregate for the Period of Insurance

N.B. Sub-limits apply – these are listed later in this Schedule

**Financial Loss Retroactive Date
(Section 2, Extension 7)** 01/04/2020

SECTION 3, PROFESSIONAL AND OFFICIALS' INDEMNITY

Limit of Indemnity GBP 10,000,000 any one claim and in the aggregate for the **Period of Insurance** but subject to the sub-limits listed later in the Schedule

Retroactive Date

In respect of all claims arising other than from **Professional Activities** 01/04/1990

In respect of claims arising from **Professional Activities** 05/07/1994

Sub-limits

- Sub-limits form part of the Limit of Liability and do not apply in addition to it
- Limits are exclusive of the **Self-Insured Retention** unless otherwise stated
- If more than one Sub-limit applies to the same loss, the Insurer's liability will be limited to the lesser Sub-limit.

In respect of Section 1, Employers' Liability

	Limit of Indemnity	
Bodily Injury to any Employee whilst engaged in Offshore work	Nil	any one claim or series of claims arising out of any one Occurrence

In respect of Section 2, Public and Products Liability

	Limit of Indemnity	
Extension 2, Asbestos	GBP 1,000,000	any one occurrence and in the aggregate for the Period of Insurance
Extension 7, Financial Loss	GBP 1,000,000	any one occurrence and in the aggregate for the Period of Insurance
Optional Extension s 1 Excess Motor 2 Indemnity to Hirer	Not Insured GBP 5,000,000	

In respect of Section 3, Professional and Officials' Indemnity

	Limit of Indemnity	
In respect of claims arising from Professional Activities	GBP 5,000,000	any one claim and in the annual aggregate
In respect of all claims arising other than from Professional Activities	GBP 5,000,000	any one claim and in the annual aggregate
Emergency Costs	GBP 25,000	

Endorsements

Election Officials

In respect of any indemnity requested by the **Insured** provided to **Election Officials** for legal liability arising in connection with the conduct of running any elections or referenda, the **Self-Insured Retention** is reduced to Nil subject to no other indemnity being available.

Schools Governing Bodies

The Governing Bodies of VA schools advised by the Insured prior to inception as being included in the insurance programme are included as Persons entitled to Indemnity under the policy.

Asbestos Accidental Discovery (Claims Made Only)

Extension 2 To Section 2 Public and Products Liability is hereby deleted and replaced by the following

2. Asbestos Accidental Discovery

Exclusion 15 to Section 2 of the **Policy** shall not apply when the presence of asbestos or materials containing asbestos is discovered during the Period of Insurance in any premises owned or occupied by the **Insured** provided that :

- (a) first made in writing against the **Insured** during the Period of Insurance; and
- (b) notified to the **Insurer** as soon as reasonably practicable during the same Period of Insurance and, in any event, within thirty (30) days of expiry of the Period of Insurance.

And provided always that:

- (i) upon discovery of the presence of asbestos or asbestos containing materials, all work stops as soon as practicable and removal of the asbestos is carried out (on terms which indemnify the **Insured** for liability arising from such work) by a specialist contractor authorised or licensed to perform such removal under the Asbestos Licensing Regulations in force at the time of discovery as soon as reasonably practicable after discovery;

- (i) the **Insured** comply with the relevant regulations including the provisions of the Control of Asbestos Regulations 2012 (or any subsequent or amending legislation) where applicable;

- (ii) in respect of an **Occurrence** any claims arising out of such **Occurrence** shall:

1. be deemed to have been made at the point in time when the first of the claims was made in writing against the **Insured**; and
2. only be the subject of indemnity if the claims are first made in writing against the **Insured** within sixty (60) months of the first claim and are for the accidental discovery of asbestos and/or asbestos containing materials happening prior to the expiry date of this **Policy**.

Provided that any **Periods of Insurance** subsequent to the date of claim being made shall exclude indemnity in respect of any claims arising out of such **Occurrence**.

- (iii) the indemnity in this extension will not apply to legal liability or pay any amounts arising out of or in connection with:

1. any subsequent activities related or connected to dealing with the asbestos and/or asbestos containing materials once discovered;
2. any claims arising from the existence of or exposure to asbestos and/or asbestos containing materials where the **Insured** were aware of the circumstances or **Occurrence** which gave rise to the claim before the Period of Insurance;
3. any claims in respect of the diminution in the value of Property or loss of or potential loss of rental income or any other consequential losses (including business interruption) howsoever arising;
4. any claims in respect of fear of the consequences of exposure to asbestos or asbestos containing materials;
5. claims which arise out of circumstances notified under previous insurance policies or known to the **Insured** (including any director, partner or officer of the **Insured**) before or at inception of this **Policy**.

Claims handling Agreement

In respect of the Claims Conditions – Procedures, any reference to the Insurer shall be deemed to include any party authorised to handle claims on the Insurer's behalf.

The **Insurer** has agreed to allow the **Insured** to handle claims that may be subject to an indemnity under this policy.

This In-House Claim Handling Agreement applies to the following only:

All claims under Section 2 up to a Claims Handling Limit of £50,000 inclusive of fees any one Occurrence

and is granted subject to the following provisions

- i) the extent of this agreement is limited to
 - (a) setting raising or amending appropriate reserves without the consent of the **Insurer** to a maximum amount of no more than the Claims Handling Limit shown above in respect of all claims relating to any one occurrence or claim provided that
 - (1) no suit or legal proceedings have been filed against the **Insured** and/or the **Insurer**
 - (2) no policy liability question is involved
 - (b) appointing any professional services which have been approved in writing by the **Insurer** prior to appointment in relation to claims which fall within the scope of item (a) above
 - (c) handling and settling any claim falling within the scope of item (a) above without the consent of the **Insurer** to a maximum amount of no more the amounts shown above in respect of all claims relating to any one occurrence or claim .

- ii) all claims falling outside the extent of the In-House Claim Handling Agreement detailed above must be reported in accordance with Policy conditions.

- iii) in any event as soon as the **Insured** has become aware that one of the following injury types has occurred
 - (1) a fatality
 - (2) an amputation of a major limb or paralysis or loss of use resulting in a disability rating exceeding 50%
 - (3) any serious head or concussive brain injury (including skull fracture or loss of sight of either or both eyes)
 - (4) any injury to the spinal cord and/or damage to vertebrae
 - (5) any disability where it appears reasonably likely that there will be a disability of more than one year
 - (6) any second or third degree burn of 25% or more of the body
 - (7) occupational disease
 - (8) complex regional pain (e.g. Fibromyalgia)
 - (9) injuries to pregnant women
 - (10) extensive nerve damage
 - (11) claims alleging a continuous exposure causing bodily injury or property damage
 - (12) employee harassment or termination of employment where bullying in the workplace or stress is alleged.
 - (13) any injury where Provisional Damages are applied for by the claimant
 - (14) any injury where any party or the Court indicates that regular continuing payments (such as Periodical Payments as defined in the Courts Act 2003) is a suitable form of settlement
 - (15) an arrest detention or assault

- iv) it is a condition of the Claim Handling Agreement that
 - (a) the **Insured** shall provide to the **Insurer** such information as the **insurer** requires about the claims it is handling by virtue of this In-House Claim Handling Agreement irrespective of status at a frequency to be agreed by the **Insurer**. Prior to the granting of the In-House Claim Handling Agreement the **Insurer** will provide the **Insured** with details in writing of such information it requires in relation to all claims handled by the **Insured**.
 - (b) the **Insurer** or its authorised representatives shall have access to all records and data on any media relating to any or all claims the **Insured** handling by virtue of this In-House Claim Handling Agreement provided that the **Insurer** or its authorised representatives give no less than seven days' notice in writing of their intention to access such records and data
 - (c) the **Insurer** reserves the right to audit the in house handled files and any associated operational aspects as required by them.

- v) this In-House Claim Handling Agreement is provided subject to the **Insured** maintaining the following:
 - (a) A team of competent and experienced Claims Handlers with sufficient capacity to maintain an efficiency of workloads.
 - (b) Appropriate claims management systems which can achieve the quality of service required, including staffing numbers.
 - (c) Robust Claims Management systems which can record the claims management information in a manner acceptable to the **Insurer**.

At all times the **Insurer** retains the right to inspect and challenge any of the above aspects.

vi) under no circumstances does this In-House Claim Handling Agreement apply to sub-agents third party administrators brokers or others without the prior written approval of the **Insurer**.

vii) the **Insurer** reserves the right to withdraw this In-House Claim Handling Agreement by giving no less than seven days' notice in writing in the event that

- (a) any of the provisions contained in this In-House Claim Handling Agreement are breached
- (b) the amount paid in respect of all losses below the *retention* in respect of any one Period of Insurance exceeds 75% of any Aggregate Stop Loss shown in the Schedule

Long term agreement – Expiry Date 31 March 2023

Until the long term agreement Expiry Date shown above the **Insured** undertakes to offer to renew annually the insurance under this **policy** on the terms and conditions in force at the expiry of each **Period of Insurance** provided it is understood that:

The **Underwriters** are under no obligation to accept the offer to renew made in accordance with the above mentioned undertaking.

The **Underwriters** may increase the Aggregate Stop Limit at each renewal date by up to 10% following agreement to such increase by the **Insured**.

The above mentioned undertaking applies to any policy which may be issued by the **Underwriters** in substitution for this **policy**.

Payment of the premium as specified will be deemed acceptance by the **Insured** of the **policy** terms.

The **Insured** has the option to extend the expiry date by a further two years at its discretion.



Signed for the Underwriters and on behalf of the Insurers

Date: 22/04/2020