**Schools Handbook**

**Insurance Guidance**

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**Section 2**

Insurance Guidance

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# Liability Insurance

We can all be liable at any time to pay damages (i.e. compensation) to someone who suffers injury or loss which resulted from our negligence (i.e. lack of care).

Even if we can prove that we were not the cause of the alleged injury or damage, certain costs and expenses may be incurred in taking legal advice or defending an action in court. All of this is taken care of by liability insurance.

There are four main liability policies automatically provided by Shropshire Council:

* Public Liability
* Employers Liability
* Professional Indemnity
* Officials Indemnity

**Important:** Current legal timescales allow the Council just 30 days from the date of receipt of a claim to collect all the information required, assess the liability and to defend the claim where appropriate. Prompt action of notification of claims and the request for any supporting documentation is therefore imperative.

To fail to adhere to the timescales can result in a judgement made against the school regardless of liability!  This could lead to a fine, which will not be met by our Insurers or the insurance fund and may even lead to late evidence being excluded from any trial.

Should legal proceedings be issued in respect of the claim and the matter then taken as far as a court trial, it is probable that school staff will be required to provide witness statements and may have to attend court.  Don’t panic, support will be provided in this eventuality by our Insurer’s solicitors and the Insurance Team are here to help you at all stages.

Public Liability

The Public Liability insurance policy provides an indemnity to the school for legal liability to third parties for damages in respect of bodily injury, death, disease or illness and/or for any loss of property, which happens in connection with the school business.

It is not compulsory to display the Public Liability Certificate at all Shropshire Council premises.  An updated version of the certificate will be made available on the Shropshire Learning Gateway on an annual basis.

The following people are covered under the Public Liability insurance policy when undertaking school/Shropshire Council business:

* Employees
* Governors
* PTA (please refer to frequently asked questions)
* Volunteers

Employers Liability

The Employers Liability insurance policy provides an indemnity to the school for legal liability for damages (including costs and expenses) in respect of bodily injury to or death, disease or illness sustained by any person under a contract of service or apprenticeship with the school.

The accident must have arisen out of and in the course of the employment with the school.

It is important to note although the employer may have a liability for an employee’s property this is not covered under this policy.  The Employer’s Liability policy is concerned only with disease, injury or death. Any liability for loss of damage to an employee’s property would be the subject of the Public Liability insurance policy.

It is not compulsory to display the Employers Liability Certificate at all Shropshire Council premises.  If you require details of the Council’s insurance this can be found in Section 6 of this Handbook or on the Insurance pages on the Shropshire Learning Gateway.

The following people are covered under the Employer’s Liability insurance policy:

* Employees
* Governors
* Work Experience students
* Volunteers

Officials Indemnity

This is a Liability policy which covers:

* Employees
* Volunteers
* Governors

The policy covers any claim for Financial Loss only (no property damage or personal injury) arising out of a negligent act/error or omission by any of the people listed above, in relation to their activities in carrying out the school’s statutory duty.

Libel and Slander 

Our Insurers will indemnify the school in respect of all sums, which you may become legally liable to pay as damages for:

Libels appearing in any publication, and slander in oral utterances made by an employee/school governor arising out of and during the discharge of their official duties on behalf of the school.

Claims Procedure 

Where an indication is given that someone wishes to make a claim, do not give any opinion and advise the claimant to make their claim in writing direct to the Insurance Team.

* Any letter of claim received by the school from either the claimant or their solicitors must be forwarded to the Insurance Team immediately.
* Do not acknowledge any letter of claim.
* Email it directly to the Insurance Team, who will acknowledge the letter of claim.
* The Insurance Team will instruct Insurers to investigate the claim.  All liability claims are dealt with by our Insurers and they will confirm whether the school is liable and if so, they will proceed to settle the claim on best terms.
* Insurers may choose to appoint a claims investigator to visit the school to discuss the matter further - this is not unusual for claims received by schools and please ensure you give your full co-operation to the claims investigator.
* Insurers will correspond with the Insurance Team requesting appropriate documentation and information regarding the incident.  Please respond to any requests as quickly as possible as there are strict legal timescales that we must adhere to.

Professional Indemnity 

This is a liability policy which indemnifies the council for financial loss only which has resulted from a breach of professional duty by any negligent act or accidental error, or accidental omission committed or alleged to have been committed by an employee in providing services to a third party.

This policy covers those employees who provide a professional service to an outside body /organisation completely outside of Shropshire Council (separate legal status). The service provided usually attracts a fee and is carried out under an agreement.

The Professional Indemnity Policy is not a blanket policy.

Our Insurers must be informed of every service that is being provided by schools to outside bodies and must be told of the fee income. The premium is based on the fee income. Please contact the Insurance Team in the event of requirement of this insurance as a specific proposal form will need to be completed.

Third Party Hirers Liability - Lettings

Some schools let out their rooms for private functions to generate income.

One of the conditions of the Lettings Policy is that the hirer must have Public Liability insurance with cover of at least £5 million.

Some hirers will not have the benefit of insurance cover, but rather than the school lose the income, our insurers are able to offer a Third Party Hirer’s Liability policy which the hirer can ‘buy’ into.  This will provide hirers with the required £5 million cover.

There are conditions attached to the Third Party Hirers Policy.  The hirer must not be:

* A political or commercial group or organisation
* A large organisation (e.g. WI, Scouts etc.)
* Profit making

There will be many organisations that will of course have their own insurance and the conditions above will not apply to them.  For these hirers, the school must keep a copy of their current insurance with the lettings form.

If you have any queries regarding the insurance cover for a hirer, please contact the Insurance Team.

What you need to do

In order to take advantage of the above you will need to:

* Provide the hirer (taking out this insurance) with a copy of the Indemnity to Hirers document detailing the cover provided.
* Collect the premium (12% of the room hiring fee). To reduce administration costs this can be retained by yourselves.
* Retain all associated paperwork to support the above for audit and insurance purposes.
* Complete the Register of Hirers and retain for audit and insurance purposes.

Full details of this scheme can be found in Section 5 of this Handbook.

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# Property

Buildings and Contents

This policy covers buildings, contents and stock in any building belonging to the school or held by them in trust for which they are responsible.  This also includes contents or stock which is temporarily removed from the building.  To ensure that your property is always insured adequately, any major extension or addition to the property must be notified in writing to Property Services and the Insurance Team prior to the commencement of any works.

**Insured perils**

* Fire
* Lightning
* Explosion
* Aircraft
* Riot and Civil Commotion
* Earthquake
* Storm or Flood
* Escape of Water

**Perils not insured include**

* Theft
* Vandalism
* Accidental Damage

Theft and vandalism cover is available for schools wishing to opt into the self funding scheme organised by the Schools’ Finance Team.  Please note that there are restrictions on the cover.

**Additional Covers**

Following an insured peril the costs and expenses in respect of the following would be covered under the terms of the policy:

* Public Authorities Clause – complying with Acts of Parliament or any by-law.
* Removal of Debris Clause – removing debris, shoring up or propping, dismantling or demolishing.
* Professional Fees – Architects, Surveyors, Legal and Consulting Engineers fees.
* Cleaning or clearing drains and/or sewers and/or gutters.

**Excess**

The policy excess for property claims is substantial.  The Council “self insure” up to the excess limit by using an Insurance Fund through which property claims can be paid if it is proven that it is a genuine claim falling under one of the above perils and the costs are like for like and reasonable.  No betterment or improvement costs will be paid for from the Insurance Fund.

**Claims Procedure**

When an incident occurs which gives rise to a claim the following procedures should be followed:

* Contact Property Services in order that they can carry out any emergency work where necessary or visit to establish what work is required and the cost.
* Once reported to Property Services, email the Insurance Team immediately on [insurance@shropshire.gov.uk](mailto:insurance@shropshire.gov.uk) and request a Property Claim Form.
* Authorisation from the Insurance Team must be obtained before the start of non-emergency remedial works or purchase of replacement goods.
* All claims must be substantiated by the submission of estimates, original purchase orders and invoices where appropriate.
* Once the completed claim form is received, a prompt reply will be given by the Insurance Team in order that the claim can be processed quickly.
* The original invoice will be required before any payment is made from the Insurance Fund.

If after investigation the claim is found to fall under one of the insured perils and the costs are like for like and reasonable, the claim will be settled.

Please note:

* No betterment or improvement costs will be paid for from the Insurance Fund.
* No payments must be paid from the Insurance Fund by any other body.
* Following submission of a claim a member of the Insurance Team may visit to discuss the claim in more detail and offer assistance.
* For any claim over £50,000 an independent Loss Adjuster may be appointed by our Insurers to deal with the claim in conjunction with the Insurance Team.

Works in Progress

Appropriate insurance will be required when engaging contractors to carry out building works such as new school extensions or repairs.

The requirement for and extent of insurance depends on the type of building contract being used. In most cases the works are arranged by Project Managers within Shropshire Council.

All insurance arrangements are to be in the joint names of the employer and the contractor. Foundation schools may arrange their own building works with the contract signed jointly by the governors and the contractor not Shropshire Council. In such a case the school should seek the advice of their Architect/Consultant to ensure that relevant cover is in place depending on the Joint Contracts Tribunal (JCT) contract being used.

Details of works should be notified to the Insurance Team at the earliest opportunity.

It is essential that works over £1million should be advised individually to the Insurance Team at the planning stage.

For any major works Insurers may appoint their Loss Control Surveyors in order that loss control action points can be put forward. Please provide the Insurance Team with the following information:

* Name of Contractor/Architect
* Date of commencement of contract
* Value of contract
* Completion date

**PLEASE ENSURE** that at handover, any works likely to increase floor area are advised to the Property Information Unit who will contact all relevant Departments within Shropshire Council.

Business Interruption (Increased Cost of Working)

Whereas buildings and contents insurance only cover the cost of repairing or replacing the insured property, business interruption covers the increased cost of working following an insured incident.

The main element of cover is for the extra costs of running the school as a result of any damage - for example, hiring additional accommodation while any repair work is being carried out.  The cover is in place for up to 36 months after the date of the incident giving rise to the claim.

Please note - there is no cover for financial loss or extra expenses caused by other factors, such as bad weather which forces the closure of a school (but does not cause damage to it), or industrial action.

**Claims Procedure**

A claim for business interruption can only be made where a property claim has been submitted and therefore the Insurance Team should already be aware of the incident.

It is imperative that early notification is given as we will be able to assist you in finding alternative accommodation if this is required.

All Risks

This is an insurance that can be purchased by a school, via the Insurance Team for expensive or individual items which need to be specifically insured, on either a permanent or temporary basis. The All Risks insurance gives wider cover than the general property insurance and includes theft and accidental damage.

Where you have an item you wish to insure on an All Risks basis, you should contact the Insurance Team with the following information as soon as possible:

* Description of the item(s) to be covered (including any unusual features of the item(s)).
* The value of the item(s).
* Where they are coming from and if transit cover is required.
* The length of time cover is required for.
* Where the item(s) will be stored and security arrangements.

**Insured Perils**

Cover against any accident loss or damage other than specified uninsurable risks.

**Basis of Settlement**

Claims will be settled on the basis of repair or replacement ‘like for like’ of the insured item whichever is the most economic, less the policy excess.

**Policy Excess**

The excess payable will be £100.00

**Claims Procedure**

* Where appropriate report the incident to the Police and obtain a crime incident number.
* Notify the Insurance Team immediately.
* A Claim Form will be issued to you and this must be completed fully and returned to the Insurance Team within seven days.
* The Insurance Team will forward your claim to Insurers for them to consider under the Terms and Conditions of the Policy.
* You may be asked for further information or supporting documentation by Insurers, please respond promptly to these requests.

Money

This policy covers the loss of school monies subject to the policy terms and conditions.  Please note that personal money is not covered.

The term “Money” includes crossed cheques, crossed postal and money orders, coins, bank notes and postage stamps.

**Money in transit**

Insurance of money in transit is subject to ‘reasonable precautions’ being taken to reduce the risk of exposing personnel to attack and/or personal injury and to protect the money.

Additional precautions should be taken wherever possible, e.g. carrying mobile telephones, varying the routine such as different routes, timings and vehicles used.

**Safe Limits**

All safes of a recognised manufacture have been graded according to the level of security provided and therefore the maximum amount that our Insurers feel would be reasonable for them to contain.  If you have any concerns regarding the suitability of your safe, please do not hesitate to contact the Insurance Team.

**Conditions**

Cash left in locked offices is not insured if left unattended on a desktop. It should be locked away whenever the office is empty.   Safe or keys to cabinet’s etc. holding cash must not be left on unattended premises but should be kept by the nominated key holder.

**Claims Procedure**

* All thefts must be reported to the Police and a crime incident number obtained.
* Internal Audit must be notified immediately of all losses.
* Notify the Insurance Team as soon as possible.
* A claim form will be provided which must be completed fully and returned to the Insurance Team promptly.
* The claim will be registered with our Insurers who will assess the claim under the Terms and Conditions of the policy.
* The Insurance Team will liaise with Insurers on the school’s behalf.
* Insurers may require additional information or supporting documentation and any request for this should be dealt with promptly.

Fidelity Guarantee 

The Fidelity Guarantee insurance will cover loss of official money/property through fraud or dishonesty committed by an employee.

**Claims Procedure**

Incidents resulting in a claim should be notified to the Insurance Team as soon as possible to request a claim form.  All thefts must be reported to the Police and a crime incident number obtained as this is a condition of the insurance policy.  Internal Audit must be notified immediately of any losses.

Any suspected irregularity relating to the administration of school funds or property must be reported immediately to the Head of Audit Services.

Engineering 

This policy covers sudden and unforeseen damage to plant and surrounding property.

The above risks are controlled by statutory inspections, which are undertaken by our Insurer’s engineers.

Statutory inspections are carried out in respect of lifting equipment e.g. lifts, slings hoists, tailboard lifts, in accordance with LOLER, Lifting Operations and Lifting Equipment Regulations 1998, and pressure plant e.g. model steam engines, pressure cookers, boilers in accordance with The Pressure Systems Safety Regulations 2000.

Cover will only operate provided an inspection contract with the current Insurer remains in force and runs concurrently.

All new items of plant and machinery requiring statutory inspection should be notified to Property Services on (01743) 253407 as soon as possible so that they can be added to the policy and inspected.

Likewise any plant that has been replaced or disposed of should also be advised to remove it from the schedule.

If there is an accident involving an item of plant, which has not been inspected, it is likely that the School could be prosecuted by the Health and Safety Executive. In addition, the School could be liable for a claim arising from any damage or injury sustained from the incident.

# Motor Insurance

 The Insurance Team can arrange insurance for your school vehicles or for any vehicle that is owned or on hire by the school for Shropshire Council business.

The insurance will only cover the cost of repairs which have occurred accidentally and will not fund any maintenance work.

**Who May Drive the Vehicle?**

Anyone who is approved by the council may drive a minibus, subject to the following criteria:

* The driver must hold the correct driving licence to drive a minibus.
* The driver must have passed the Council’s Driver Assessment Scheme and this certificate must be renewed every three years.
* The vehicle must only be used for Shropshire Council/school business.

Please contact the Road Safety team regarding the Driver Assessment Scheme and clarification of the correct driving licence to be held.  It is the responsibility of the School to ensure the driver holds the correct driving licence and give authorisation for use.

**Taking the vehicle abroad**

If you wish to take the vehicle abroad then please contact the Insurance Team who will be able to advise you on the procedures to be followed and the documentation you will require to take with you.

**Legal Requirement - Motor Insurance Database**

There is a legal requirement for Shropshire Council to maintain the national Motor Insurance Database (MID).  Police Authorities, DVLA and Insurance companies use the MID to establish if a vehicle is insured and by whom.  Failure to maintain the database could result in a fine of up to £5,000. It is therefore imperative that any vehicle which is owned by the school is registered and you should therefore ensure that we are aware of all the vehicles owned by the school.

**Important**:  If you hire in a vehicle or have one on loan for a period of seven days or more then we must be notified in order that we can update the MID.

**Additional information**

Trailers are only insured through this policy when they are attached to a motor vehicle.  Cover applies when the vehicle is in transit or when it is stationary/parked.

In addition to the standard motor vehicles, ride on mowers and tractors can also be insured through this policy.

**Uninsured losses**

Where the third party is at fault, Shropshire Council employ a Legal Expenses Insurance Company to undertake the recovery of our financial outlay and any other losses incurred that are not insured through the policy.  These include: -

* Recovery of the accident damage cost.
* Vehicle hire, whilst own vehicle is undergoing repair.
* Loss of use, whilst the vehicle is off the road.

**Injury suffered by the driver or passenger**

If you or one of your passengers suffers an injury, as a result of a motor incident, please ensure the Insurance Team is notified immediately in order that the appropriate advice and assistance can be provided to you by our Insurers.

You can also claim for any travelling expenses or for the time an employee has taken to deliver/collect vehicle etc.

The insurance company will require documentary evidence to support the recovery of uninsured losses.

**Exclusions**

There is no cover for hire and reward.

The contents of the vehicle are not insured, unless it is an integral part of the vehicle.  Therefore, personal effects are not covered, this includes any equipment/tools used in association with the business of the school.

**Additional Guidance**

The Council has in place a Driver Policy and a Vehicle Policy which may be obtained from Passenger Transport Services.  We recommend that schools view these policies as they contain detailed guidance which schools may find useful.

**Claims Procedure**

Where the accident is the responsibility of the third party their full details must be obtained:

* Drivers Name
* Drivers Address
* Vehicle Registration Number
* Type and colour of Vehicle
* Photographs if possible
* Details of third-party insurers
* Description of damage to third party vehicle
* Name and address of any passengers / witnesses

This information will be used by Insurers to assist the Council in obtaining a full recovery of its costs.

No admission of liability should be made by the driver to the third party involved as this could prejudice our position with our Insurers.

If you insure your vehicle directly with the Insurance Team, please note the following procedures to be followed should you need to submit a claim:

* Notify the Insurance Team within 24 hours of the accident on [insurance@shropshire.gov.uk](mailto:insurance@shropshire.gov.uk).  A Motor Claim Form will be provided and must be completed by the driver involved and forwarded to the Insurance Team within 2 days of the accident.
* Insurers will correspond with the Insurance Team requesting appropriate documentation and information regarding the incident.
* Please respond to our requests for information as quickly as possible as there are strict legal timescales that we must follow.
* Two repair estimates must be obtained and provided to the Insurance Team for their approval before repairs can be carried out.

Please note that any claim which is notified to us after a two month period will not be paid unless there are extenuating circumstances.

If you use vehicles from Passenger Transport Services or if they manage your school vehicle, please note the following procedures to be followed should you need to submit a claim:

* Notify Passenger Transport Services within 24 hours of the accident on 01743 252849 or 01743 254944.  A Motor Claim Form will be provided and must be completed by the driver involved and forwarded to Passenger Transport Services at Longden Road, Shrewsbury within 2 days of the accident.
* Passenger Transport Services will register the details of your claim and forward the matter on to the Insurance Team.
* Insurers will correspond with the Insurance Team requesting appropriate documentation and information regarding the incident.
* Please respond to our requests for information as quickly as possible as there are strict legal timescales that we must follow.
* Passenger Transport Services will liaise with the Insurance Team to arrange repairs.

Please note that any claim which is notified to us after a two-month period will not be paid unless there are extenuating circumstances.

# Schools’ Travel Insurance

Each school must ensure suitable travel insurance is in place when taking the pupils off their school site.  A school may arrange their own insurance or opt into the insurance Shropshire Council offer.

Shropshire Council’s Schools’ Travel Scheme provides worldwide cover for all school activities off site and on site personal accident cover as well.  The policy is renewable annually at the end of each October.  Please see Section 4 of this Handbook.

The annual premium is based on pupil numbers.  This non-adjustable premium incorporates the following benefits:

* World-wide cover for all activities authorised/organised by the school outside of your boundaries (without the need to submit declarations)
* Premium based on pupil numbers, but cover also applies to staff, Governors & any other accompanying adult authorised to undertake a journey
* No premium loading or referral required for hazardous activities
* Cover extends to staff appraising potential venues, courses & conferences
* 24 hour international emergency assistance
* Assistance re: pre-travel advice on visa, driving & vaccination requirements and information on climate, currency, hotels, travel & healthcare facilities
* Summary of Cover / Schedule of Benefits

For off-site and on-site cover the premium is slightly increased and this non-adjustable premium incorporates all the benefits listed above and Personal Accident cover for accidents that may happen within the school

Off-site summary of cover

The annual policy applies to off-site activities:

* Covers journeys authorised/organised by the school outside of their boundaries
* Blanket non-adjustable premium (no loadings for "hazardous" activities, which are all automatically insured.  Note:  cover excludes flying other than as a passenger)
* Premium calculated on pupil numbers, although cover naturally extends to Governors, Teachers, Support Staff or other accompanying adult authorised to undertake a journey
* 24 hour emergency assistance Insurers’ helpline
* Assistance includes pre-travel advice on visa, driving and vaccination requirements and information on climate, currency, hotels, travel and healthcare facilities

Please note that the above list is only intended to be a summary of cover.

On-site summary of cover

The policy also offers on-site cover to provide Personal Accident cover for accidents that may happen within the school e.g. in the playground or during a home sports match.

**Hazardous activities**

Although there are no separate conditions for hazardous activities, with the exception of flying a plane, the Insurance Team would however like to be advised when extremely unusual activities are taking place e.g. visits to the North Pole or camping in the jungle!  Please note that the following countries are not covered:

* Israel (West Bank, Gaza and the occupied territories only)
* Afghanistan
* Iraq

**Claims Procedure**

* Notify the Insurance Team as soon as is practically possible.
* A Claim Form will be provided together with a list of supporting documentation required.
* Please complete and return the Claim Form together with the supporting documentation.
* The Insurance Team will then liaise with the insurance company on your behalf.

# Frequently Asked Questions

**We have been asked for proof of our Public Liability/Employers Liability insurance, how do we obtain this?**

An updated version of the Certificate is made available on the Shropshire Learning Gateway on renewal of the policy each year.

**What is the position with regards to work experience placements?**

Where a pupil of a Shropshire Council school is going on a work experience to another establishment, other another Shropshire Council school, then your school must ensure that the other company has Employers Liability insurance, and a copy of the current certificate should be obtained.

Where your school has agreed to accept an individual on work experience, this person will be covered under the council’s Employer’s Liability insurance.  If you are asked for evidence that the insurance is in place, a copy letter from our Insurance Brokers can be found at Section 6 of this Handbook which provides the information you will require.  Please note that the letter is for reference purposes only and not for public display.

**Are we covered for theft and vandalism?**

No, Shropshire Council has opted not to take theft and vandalism cover, as in the main this would only be a pound swapping exercise with Insurers.  Theft and vandalism may be covered under the Theft and Vandalism Scheme run by the Schools’ Finance Team.  This is a self funded scheme which schools have the option to buy into if they wish and is organised by the Schools’ Finance Team.

**Are we covered for the theft of laptops when these are taken home?**

No, Shropshire Council does not have theft cover and therefore laptops would not be covered.  However, the school’s Theft & Vandalism scheme run by the Schools’ Finance Team may consider the theft of laptops in certain circumstances.

**A gallery is loaning the school some art works for an exhibition/clothes for a clothes show. Can this be covered under the All Risks policy?**

Temporary ‘All Risks’ insurance cover may be arranged through this policy for an extra premium depending on the value of the Art works. Please contact the Insurance Team for advice.

**What is the amount of Public Liability Insurance contractors must have in place?**

If you are employing the services of a contractor or third party, then you must ensure that they hold a minimum of £5 million Public Liability insurance and obtain a copy of their current insurance certificate.  It does not depend on the size of the contractor; a small one man company could cause as much damage as a large contractor.

**Does the Council’s insurance cover my car when I am using it for business use?**

No, you must ensure that your car is insured for “business use” on your own insurance.  If you submit a travel claim for expenses then you are declaring on the form that you have insured your car for business use.

**Are Volunteers covered under our insurance?**

Volunteers are covered under our Public Liability insurance the same as any member of the public and therefore if they are injured as a result of the negligence of the Council, there would be cover available.

**Is there cover for money when kept on the premises?**

Yes there is cover for school money, but different limits apply depending on whether the money is being kept in a locked safe or any other locked receptacle.  Please note that keys to the safe must be removed from the premises at the close of the day.

**Do we have to grit the school grounds?  Are we putting ourselves at risk if we choose not to grit?**

It is a popular misconception that an occupier cannot be held liable for failing to clear the snow/ice from their premises but can be held liable once an attempt at clearance has been made and then someone is injured.  The true position is that an occupier can be held liable for “failing to act reasonably” in order to prevent accidents.

It is important that access to establishments is safe for both employees and visitors and adequate arrangements are made to ensure that the risks from snow and ice are minimised.  However, the Courts do recognise it is not possible to remove immediately every piece of snow or ice - so you must prove whatever you decide to do is reasonable and practicable.

From an insurance point of view, if someone was to injure themselves by slipping on ice the Courts would consider the following:

* Was a snow/ice/gritting policy in place at the time of the incident?
* Was the policy reasonable/practicable?
* Were the procedures set out in the policy adhered to?

Each school site will have different needs and these need to be assessed individually.

**We have confiscated a mobile phone/jewellery etc. from a student and it was lost/damaged in our possession.**

As the school have taken the mobile phone into their custody and control, the damage caused may be covered by the Public Liability insurance policy if the school have been negligent.  However, if there is a school policy, which bans the use of mobile phones on school premises, the total claim may not be reimbursed due to contributory negligence. Full details of such an incident should be reported to the Insurance Team and if the pupil/pupil’s parents wish to make a claim they should write in to the school.

Please refer to the Public Liability section of this handbook.

**If I lose personal property whilst at work, is there any cover under the Council’s insurance?**

No, it is incumbent upon people to take due care and attention of their personal belongings whilst at work.  All mobile phones, handbags etc should be kept out of sight when you are away from your desk and should not be left unattended.

**We have some new photocopiers that we have leased from a company. Can we insure these on the ‘All Risks policy’?**

You will need to refer to the terms and conditions of the lease to confirm exactly what the lease company is requesting cover for.  Leased photocopiers are covered under the Council’s Property insurance policy for the normal perils (please refer to the Property section of this guidance) and therefore, theft, vandalism and accidental damage are not covered.  The following options are available to ensure the appropriate cover is available:

* Take out the Lease Company’s own insurance.
* Opt to “self insure” - where the School will pay for any damage to the machine out of your own funds.

Provide details of the photocopier to be covered to the Insurance Team and we can obtain a quote from Insurers for All Risks insurance cover.

Please refer to the All Risks section of this handbook.

**Can I use the School’s minibus for my own personal use?**

No, our motor insurance only covers vehicles when they are being used on Shropshire Council/school business.  You would have to hire a vehicle from a commercial company in the normal manner.

**Does the Council’s Insurance cover staff/visitors vehicles if they become damaged whilst parked on school property?**

The first point of contact should be their own motor insurance company.  Their insurers will deal with their claim in the first instance and if their insurers consider the school is liable they can seek a recovery via the Council’s Public Liability insurance policy.

**The school is organising a fete/event have you any advice?**

If you are proposing to hold an event, then a full written risk assessment should be undertaken for all activities, all of which should consider any insurance issues.  Assistance with risk assessments can be obtained through the Council’s Health & Safety team, contact number.

If you are using any outside bodies to take part in the event, for example:

* Hire of a bouncy castle
* Hire of pony rides
* Hire of go-karts
* Camel rides
* Hire of marquee

Even if you are not paying for their services, you must ensure that the contractor holds a minimum of £5 million Public Liability insurance.  You must take a copy of the current insurance certificate confirming who they are insured with and the level of insurance, and a copy of this should be kept with the risk assessment.

Any major events or any events of an unusual nature should be discussed with the Insurance Team prior to the event taking place.

Please also see the Events Guidance which can be found at Section 10 of this Handbook.

**The PTA is arranging a disco/barbeque etc. at the school is this covered?**

The Parent Teacher Association, also known as Friends of the School, are a separate legal entity from the school and the same approach should be taken as if you were employing the services of a contractor or third party.  The PTA/Friends must hold a minimum of £5 million Public Liability insurance and a copy of their current insurance certificate must be obtained.

**Can we administer medication and first aid?**

Where an employee, who is suitably trained and acting in the course of their employment, administers first aid assistance to a pupil, they will be indemnified by the public liability policy for a claim for negligence relating to injury or loss caused by their actions.

Should a suitably qualified employee be required to administer medication, there are certain procedures which are not covered by the policy and the Insurance Team should be contacted for further information.

**A pupil was in hospital recently, but is fine now, can they still attend the school trip?**

The family should confirm with their doctor that their child is fit to travel. Travel taken against medical advice is excluded from the policy.

**I teach Physical Education at a school and I am going to take some students to a football match on Saturday morning in my car. Are there any insurance implications?**

Your own motor vehicle must be insured with your insurance company for ‘Business Use’. Also, if this is a school-arranged activity, the ‘trip’ itself should be covered under an appropriate travel insurance policy. (See the Travel policy within this guidance).

**When an accident has occurred on a school trip abroad e.g. broken leg/dental treatment and the insured must have treatment when they arrive home does the policy pay for private treatment here?**

Medical expenses and Emergency travel only apply to journeys outside of the UK. The National Health Service will provide free care here.

**What is the legal liability surrounding extended school activities?**

Where an extended school activity is being run by the school, then the normal liability insurances will apply.  However, where a third party is running the activity, then you must ensure that they have a minimum of £5million public liability insurance in place and a copy of the recent insurance certificate must be obtained.

# Glossary

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| All Risks | Cover for specified items against any accidental loss or damage, other than specified uninsurable risks. |
| Certificate | Document issued by insurers as evidence that insurance is in force to meet the requirements of the law. |
| Claim | When a policy holder or beneficiary seeks payment or settlement under the terms of the policy. |
| Claimant | The person bringing about a claim. |
| Endorsement | An amendment to an insurance policy, added at inception or afterwards, to record a change to the policy wording. |
| Exclusion | Specified property, person or event which the policy does not cover. |
| Excess | An amount of money that the policyholder has to pay towards the cost of the claim e.g. the first £100 |
| Indemnity | A method of claims settlement, by which policyholders are put in the same financial position after a loss as they were immediately before the loss. |
| Insured | The person or organisation that is covered by insurance. |
| Insurer | General name for the entity that actually carries insurance risks and pays claims. |
| Liability | Legal responsibility for loss to someone else by injuring them, damaging their property or causing them financial loss. |
| Policy | This is written evidence of the contract between the insurer and the policyholder. |
| Policyholder | Person or organisation to whom the insurer issues the policy.  Normally the person/organisation to whom benefits are payable. |
| Reinstatement | This is more commonly known as the ‘new for old’ basis of cover.  If a policy is on a reinstatement of insurance cover it means that in the event of a claim the basis of settlement would be the cost of replacing with new ones. |
| Sum Insured | The amount for which property is insured the maximum amount which the insurer will pay for any claim. |
| Third Party | Someone who is neither the policyholder nor the insurer. |