



QBE European Operations Public Authority Professional Indemnity Insurance (UK) Schedule

Authority: Falkirk Council

Address: The Foundry, 4 Central Boulevard, Larbert, FK5 4RU

Business: Unitary Authority

Policy Number: 037803/01/2022/0142

Unique Market Reference: B1263EG0259922

Policy Wording Reference: PPAP010121
Cover is provided by the policy wording as above and the endorsements detailed below.

Period of Insurance **From: 01 April 2022** **To: 31 March 2023**
both days inclusive Greenwich Mean Time and for such further period or periods as may be mutually agreed upon.

Retroactive Date: None

Date Issued: 28 April 2022 **Issue Number:** 2

Reason for Issue: Removal of subjectivities

Insurer: QBE UK Ltd
(registered in England number 1761561; Home State - United Kingdom. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.; registration number 202842)

Registered Address: 30 Fenchurch Street, London, EC3M 3BD
Tel: + 44 (0) 20 7105 4000 Fax + 44 (0) 207 105 4019

Contact Details

Issue Office: Risk Management Partners Ltd, 67 Lombard Street, London, EC3V 9LJ

Claim Notification: Gallagher Bassett International

Territorial Limits: Worldwide

Jurisdiction: Worldwide excluding **North America**

Policy Law and Jurisdiction: The law of that part of the United Kingdom where the **authority** is headquartered



Cover Applicable

The figures below apply other than where specifically stated to the contrary within an appendix of this Schedule or within a particular **insured section** of the **policy**.

Insured section	Sub/ Limit of indemnity	Retention
Professional Indemnity	Limit of indemnity- GBP 5,000,000 any one claim and in the aggregate Including sub-limits of indemnity for:	GBP 100,000 each and every claim or series of claims
	Data Protection	



Condition – Aggregate Stop Loss: GBP 1,911,124

The non-ranking excess means the first amount payable by the **insured** in respect of each and every occurrence, claim or potential claim including any **defence costs** made against the **insured**, and all such payments are excluded from this insurance. The **limit of indemnity** by this **policy** is additional to the non-ranking excess which shall stand at:

GBP Nil

In addition the **insured** will pay the first amount of any covered loss as **retention** but the maximum amount for which the **insured** is responsible for each and every occurrence, claim or potential claim including any **defence costs** during any one **period of insurance** in respect of all amounts payable as **retention** will not exceed the figure shown above as the Aggregate stop limit. The amounts payable as non-ranking excess will not contribute to the Aggregate stop limit

Further the Aggregate stop limit under this **policy** is shared with and eroded in like manner by payments under the following coverages:

Combined Liability – Policy Number Y087707QBE0122A
Officials Indemnity – Policy Number 037499/01/2022/0155
Motor Fleet – Policy Number Y117244FLT0122A

Upon exhaustion of the Aggregate stop limit the **insurer** will reimburse the **insured** for subsequent loss payments within this **retention** but the non-ranking excess will stand at:

GBP 10,000 in respect of Officials Indemnity and Professional Indemnity only.



Annual Premium

Payment of the premium as specified below will be deemed acceptance by the **public authority** of the **policy** terms.

Minimum and Deposit	GBP	8,139.00
Insurance Premium Tax at 12%	GBP	976.68
Total Payable	GBP	9,115.68



Claims Handling Authority

With regard to Clause 3 'Duties in the event of a claim or potential claim' of this **policy** any reference to the **insurer** shall be deemed to include any party authorised to handle claims on the insurer's behalf.

The **insurer** has authorised Gallagher Bassett International Limited to handle claims on the **insurer's** behalf in respect of this **policy**.

In-House Claims Handling Agreement including conditions and reporting requirements

There is no authority granted to the **public authority** in respect of the handling of claims that may be subject to indemnity under this **policy**.



Endorsements

Endorsement 001 - Professional Services

Professional Services shall mean:

Means all professional services (subject to endorsement 002) provided by the insured to a third party who is not under the jurisdiction of the **insured**;

- a) for a fee and/or
- b) which is given under a written contract or agreement

other than in respect of those activities which the insured has a statutory duty to perform.

Subject otherwise to the terms, exclusions and conditions of the policy.

Endorsement 002 - Notifiable professional Services Exclusion

Claims arising from the following Professional Services are excluded from coverage

Environmental services
Surveying or valuation work
Treasury management services
Architectural design
Work or advice associated with any design and build contracts
Civil engineering, mechanical engineering or electrical engineering
Procurement
Medical pharmaceutical or scientific work consultancy or testing
Legal services
Financial services
Services provided outside the UK
All contracts where the annual fee income received by the **insured** is in excess of GBP 200,000

Other than where agreed to in writing by the **insurer**

Subject otherwise to the terms, exclusions and conditions of the policy



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;

- a) the **insurer** is under no obligation to accept the offer to renew made in accordance with the above mentioned undertaking;
- b) the **insurer** 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 **insurer** in substitution for this **policy**.

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