



QBE European Operations Public Authority Combined Liability Insurance (UK) Schedule

Public Authority: Falkirk Council

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

Business: Unitary Authority

Policy Number: Y087707QBE0122A

Policy Wording Reference: PPBL010121
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.

Date Issued: 12 April 2022 **Issue Number:** 1

Reason for Issue: Renewal

Insurer: QBE UK Limited (registered in England number 01761561; 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) 20 7105 4019

Contact Details

Issue Office: London

Claim Notification: Gallagher Bassett International

Complaints: Customer Relations
30 Fenchurch Street, London, EC3M 3BD
Tel: + 44 (0) 20 7105 4000 Fax: + 44 (0) 20 7105 4032
Email: CustomerRelations@uk.qbe.com

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 sections	Limit / Sub-limit of indemnity		Retention	Non-ranking excess
A - Employers' Liability	Limit of indemnity – GBP 50,000,000 any one occurrence Including sub-limits of indemnity for:		GBP 100,000	Nil
	Offshore work	Not insured	any one claim	any one claim
	War and terrorism	GBP 50,000,000 any one occurrence		
B - Public Liability	Limit of indemnity – GBP 50,000,000 any one occurrence		GBP 100,000	Nil
	Data Protection	GBP 10,000,000 any one claim or prosecution and in the aggregate	any one claim	any one claim
	Libel or slander (or defamation)	GBP 5,000,000 any one claim or series of claims and in the aggregate	any one claim	any one claim
C - Products liability	Limit of indemnity – GBP 50,000,000 any one occurrence and in the aggregate		any one claim	any one claim
D - Pollution liability	Limit of indemnity – GBP 50,000,000 any one occurrence		any one claim	any one claim
E - Coverage extensions to B, C, and D	Hirers' liability extension	Not insured	Not applicable	Not applicable

Combined single limit Insured sections B, C and D	GBP 50,000,000 any one insured event
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F - Premises environmental liability	Limit of liability – GBP 5,000,000 any one claim Including sub-limits of indemnity for:		GBP 100,000	Nil		
	Own clean up costs	GBP 5,000,000 each pollution condition			any one claim	any one claim
	Third party liability	GBP 5,000,000 each pollution condition				

Retroactive date for Own clean up costs and Third Party liability: 01 April 2009



Condition - Aggregate stop limit: 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 non-ranking excess applies to any one claim and the meaning of “any one claim” is to be construed in accordance with the description given in the definitions of **retention** and **series of claims** in the **policy**. 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 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:

Officials Indemnity – Policy Number 037499/01/2022/0155

Professional Indemnity – Policy Number 037803/01/2022/0142

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

Insured Sections A - F

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

Minimum and Deposit	GBP	405,000.00
Insurance Premium Tax at 12%	GBP	48,600.00
Total Payable	GBP	453,600.00



Claims Handling Authority

With regard to Clause 9 '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**.

Indemnity to other persons

The following persons or organisations shall at the request of the **public authority** and subject to the written approval of the **insurer** as indicated by the inclusion of the word “yes” in the applicable box next to each listed “entity to be indemnified” below, be included as part of the **insured**.

The **limits of indemnity, retention** and non-ranking retentions are applicable unless specifically stated to the contrary.

Entities to be indemnified	Insured sections under which indemnity is available				
	Employers' Liability	Public Liability	Products Liability	Pollution Liability	Premises environmental
Any member .	YES	YES	YES	YES	YES
Any principal for whom the public authority is or has been carrying out work but only to the extent required by the contract for the work.	YES	YES	NO	NO	NO
Any governor, manager, trustee and/or head teacher of community or community special schools, colleges and similar establishments under the control of the public authority in respect of claims arising out of the use of such schools, colleges and similar establishments for educational purposes or while engaged in their official duties and activities as governors, managers or trustees of such schools.	YES	YES	YES	YES	YES
Any governor, manager, trustee and/or head teacher of voluntary aided, voluntary controlled, foundation or trust schools within the public authority area arising out the use of such schools for educational purposes or while engaged on their official duties and activities as governors, managers or trustees of such schools.	YES	YES	YES	YES	YES
Any member of the committee for the time being of Parent Teacher Associations or other bodies associated with schools, colleges, homes for the elderly, museums, libraries or other establishments controlled by the public authority , but only in respect of any legal liability arising out of the performance of their duties in an official capacity as a member of such committees.	NO	YES	YES	NO	NO

Entities to be indemnified	Insured sections under which indemnity is available				
	Employers' Liability	Public Liability	Products Liability	Pollution Liability	Premises environmental
Any person in the employment of governors, managers, head teachers and/or trustees of voluntary aided, voluntary controlled, foundation or trust schools within the public authority's area, in respect of claims arising from the voluntary organisation or supervision of games, athletics, other sporting activities, dramatic productions, clubs, camps, journeys and other similar activities on behalf of the public authority which are complementary to, but not part of, the duties of said persons under their contract of service with the public authority or such governors, managers, head teachers or trustees.	NO	YES	NO	NO	NO
The committee for the time being of the School Organisation Committee, but only in respect of any legal liability arising out of such School Organisation Committee.	YES	YES	YES	NO	NO
Any member for the time being of the Duke of Edinburgh Award scheme committee where the public authority is the operating Authority, but only in respect of any legal liability arising out of or in connection with award activities.	NO	YES	NO	NO	NO
Any person carrying out inspections of educational establishments on behalf of the Office for Standards in Education where the fees for such services are paid to the public authority or any local authority maintained school insured under this policy .	NO	YES	NO	NO	NO
Any Coroner acting on behalf of the insured in connection with the business.	YES	YES	YES	NO	NO

Entities to be indemnified	Insured sections under which indemnity is available				
	Employers' Liability	Public Liability	Products Liability	Pollution Liability	Premises environmental
The members for the time being of the public authority's Youth Offenders Team, but no liability shall attach to the Company for any claim directly attributable to the actions of member authorities, their employees and agents and in the case of any Police Authority Police Officers, including Special Constables, other than in circumstances where a claim is made directly against the public authority .	YES	YES	YES	NO	NO
Any organisation which undertakes the supervision and control of and also participates in a Community Service for Offenders Scheme or Supervised Attendance Order Scheme operated by the public authority .	NO	YES	NO	NO	NO
Any lay visitor or official visitor	NO	YES	NO	NO	NO
Any foster parent, registered day carer, community carer, respite carer, home help, guardian ad litem, member of any care scheme, registered child minder, and the like appointed by and under the guidance and supervision of the public authority , in respect of any legal liability arising out of their activities carried out in connection with the business.	NO	YES	NO	NO	NO
Any householder utilising the services of home helps employed by the public authority or any householder using the services of pupils under the public authority's Community Works Placement Scheme but only in respect of claims for bodily injury sustained by such home helps or pupils where such bodily injury arises in connection with the utilisation of the services of the home helps or pupils by the householder.	NO	YES	NO	NO	NO

Entities to be indemnified	Insured sections under which indemnity is available				
	Employers' Liability	Public Liability	Products Liability	Pollution Liability	Premises environmental
Any householder, but in only in respect of any legal liability for bodily injury sustained by any of the public authority's home helps, care staff or special educational assistants while such householder utilises the public authority's home help, care or special educational services.	YES	NO	NO	NO	NO
The public authority's rent officers and registrars of births, deaths and marriages within the public authority's area and their staff.	YES	YES	YES	YES	YES
The Chief Land Registrar or local registrar of land charges.	YES	YES	YES	YES	YES
Any party with whom the public authority enters into a contract, lease or other agreement to the extent required by such contract, lease or other agreement.	NO	YES	NO	NO	NO
Any owner or supplier of plant hired in by the public authority , but only to the extent required by the conditions of hire.	NO	YES	NO	NO	NO
Any trustee for the time being of the public authority's Superannuation Fund, but only in respect of any legal liability arising out of the ownership of the premises .	NO	YES	NO	YES	YES
Any person appointed to assist the public authority in considering and determining complaints made against a member in relation to the public authority Code of Conduct.	YES	YES	YES	YES	NO

Endorsements

These endorsements are additional clauses that form part of the **policy**. The undernoted clauses amend the **insured section** and / or clause stated and is each otherwise subject to the terms and conditions of this **policy**.

Endorsement 001 – Legionella

The following amendments are made to the **policy**.

1. Clause 5.3.2 is amended to read as follows

5.3.2 **Legionella**

Notwithstanding exclusion 7.14, the **insurer** will indemnify the **insured** and any **other insured party** for all sums (including claimants' costs and expenses) which the **insured** becomes legally liable to pay in respect of any claim(s) first made against the **insured** and notified to the **insurer** during the **period of insurance** resulting from **legionella** causing **bodily injury, personal, injury damage or denial of access** except that the **insurer** shall not be liable for:

- a) any claims which arise out of any circumstances notified to previous insurers or known to the **insured** at the inception of this **policy**;
- b) any claims for **bodily injury** or **personal injury** arising from employment;
- c) any claims made against the **insured** for **legionella** where the **insured event** giving rise to the claim occurred prior to 01 April 2007.

Endorsement 002 – Election Officials

The **retention** stated in the **schedule** under **Insured sections** A, B, C, D and E is NIL in respect of any indemnity provided to any **Election official** at any **Election** held during the **period of insurance**.

Endorsement 003 - Conditions: Self-insurance retention – Covid-19/Pandemic related claims occurring in care home and domiciliary care Insured section: 'Employers' Liability' and 'Public Liability'

The **retention** included in the **schedule** for the 'Employers' Liability' and 'Public Liability' **sections** of this policy is respectively amended to GBP 150,000 any one claimant for **Covid-19/Pandemic related claims** arising out of and in connection with the **business** during the **period of insurance**.

For the purpose of this endorsement, the 'General definitions and interpretations' **section** of this **policy** is amended as follows:

A. The definition of **retention** is deleted and replaced with the following definition:

Retention

Retention means the first amount payable by the **insured** in respect of each and every claimant, potential claimant; and/or **defence costs** (excluding adjusters' fees) as ascertained after the application of all other terms and conditions of this **policy**. The **limit of indemnity** will be reduced by the **retention**.

B. A definition of Covid-19/Pandemic related claims is added:

Covid-19/Pandemic related claims

Covid-19/Pandemic related claims means any amount for which the **insurer** would otherwise be liable directly or indirectly caused by, resulting from, arising out of, in connection with, attributable to, or occurring concurrently or in any sequence with:

- 1.1. any coronavirus (or similar or equivalent virus in the future);
- 1.2. any mutation or variation of 1.1 above;
- 1.3. any coronavirus disease (or similar or equivalent disease in the future);
- 1.4. any epidemic, or pandemic which poses a threat to human health or human welfare;
- 1.5. any fear or threat of 1.1, 1.2, 1.3 or 1.4 above;
- 1.6. the costs to clean-up, detoxify, remove, monitor or test for the actual, alleged, perceived or suspected presence of 1.1, 1.2, 1.3 or 1.4 above; or
- 1.7. the **insured's** compliance or non-compliance with any advice, guidance, regulation, order, decree or law issued by a Public Authority in response to 1.1, 1.2, 1.3 or 1.4 above.

2. Public Authority means any national, regional, local or municipal government or any national or international organisation with the responsibility to promote or protect public health.

This **policy** will only provide indemnity in respect of **Covid-19/Pandemic related claims** as defined above in this endorsement.

CLAUSE : PBLCOP 010820

Endorsement 004 - Exclusion: Cyber Risks

The following clause and definitions are added to and incorporated into the policy and shall replace and supersede any existing and comparable provision:

1. The **policy** shall exclude:
 - 1.1.1. any actual or alleged loss, damage, liability, **bodily injury, personal injury**, compensation, medical payment, claim or cost, **defence cost**, expense, statutory fine or penalty or any other amount incurred or accruing by the **insured**, howsoever incurred or accruing, directly or indirectly arising out of, caused by, contributed to, resulting from, or in connection with any of the following:
 - a) an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax of such acts, involving access to, processing of, use of or operation of any **computer system**;
 - b) any failure to act, error or omission or series of related failures to act, errors or omissions involving access to, processing of, use of or operation of any **computer system**;
 - c) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer system**; or

- d) any breach of duty (including statutory or regulatory duty), or breach of trust or any series of related breaches of duty (including statutory or regulatory duty) or breaches of trust involving or affecting the use or operation of, or access to, any **computer system**.
- 1.1.2. any actual or alleged loss, **damage**, liability, **bodily injury**, compensation, claim or cost, **defence cost**, expense, statutory fine or penalty or any other amount incurred or accruing by the **insured**, howsoever incurred or accruing, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **electronic data**, including any amount pertaining to the value of such **electronic data**; regardless of any other cause of event contributing concurrently.
- 1.1.3. This exclusion shall not apply to:
- a) liability for any **bodily injury** or **damage** arising out of **terrorism**, to the extent that cover is expressly provided elsewhere in the **policy** and shown as covered in the **schedule**;
 - b) any liability arising out of any 'Data Protection' extension(s) to the extent that cover is expressly provided elsewhere in the **policy** and shown as covered in the **schedule**;
 - c) the Employers' Liability **section** of the **policy** in respect of liability for any **bodily injury** sustained by an **employee** arising out of their employment and caused during the **period of insurance**; or
 - d) the General Liability section of the policy in respect of liability for any ensuing accidental **bodily injury** or accidental **damage** which is not otherwise excluded.

Definitions

To the extent that a defined term is used which is neither defined in the underlying policy or below, such word shall be construed in accordance with its ordinary meaning. For the purposes of this Exclusion:

Computer System means any computer, hardware, software, programs, telecommunications system, email system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the **insured** or any other party.

Damage means loss of, destruction of or physical damage to tangible property.

Electronic Data means facts, concepts, code, and any other information converted to a form usable for communication, display, distribution, interpretation or processing by a **computer system** or any electronic and electromechanical processing or electronically controlled equipment, including programmes, software and other coded instructions for such equipment.

Endorsement 005 – Defence Costs

Definitions: Defence costs

Section: General definitions and interpretation

The 'Defence costs' definition in the 'General definitions and interpretation' section is deleted and replaced with the following:

Defence costs

Defence costs means:

- a) costs (other than claimant costs recoverable from the **insured** or any **other insured party**) incurred at the request of the **insured**, with the **insurer's** written consent that must be obtained prior to each claim, and in the investigation, adjustment, appraisal, defence or settlement of an **insured event** or claim in connection with clean-up costs or loss, including expert, legal, appeal and **defence costs**;
- b) costs and expenses incurred by the **insured** in pre-trial and case reviews;
- c) pre-judgment interest awarded against the **insured** on that part of any judgment covered under this **policy** but where the **insurer** offers to pay the **limit of indemnity** in settlement of a claim or suit, the **insurer** will not pay any pre-judgment interest imposed or accruing after the date of such offer;
- d) all interest accruing on that part of any judgment within the **limit of indemnity** after entry of the judgment and before **insurer** has paid, offered to pay or deposited in court that part of any judgment that is within the applicable **limit of indemnity**;
- e) the cost of attendance in court as a witness at the **insurer's** request, payable at the rate of GBP250 per **employee** per day;
- f) costs incurred at the request of the **insured**, with the **insurer's** written consent that must be obtained prior to each claim, of legal representation at any coroner's inquest or inquiry in respect of any death which may be the subject of indemnity under this **policy**;
- g) In respect of **insured section F Defence costs** are included within the limit of liability and the **retention**.
- h) costs incurred with the prior consent of the **insurer** for legal representation at any public inquiry relating to any death, **personal injury, damage, denial of access** or nuisance which may be the subject of indemnity under this **policy** and which are subject to a **sub-limit** of GBP 250,000 any one occurrence;



Long Term Agreement – Expiry Date: 31 March 2023

Until the long term agreement Expiry Date shown above the **public authority** 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 **public authority**.

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 **public authority** of the **policy** terms.