

## Service Level Agreements

### Memorandum of Agreement

<b>Service Title:</b>	Insurance
<b>Head of Service:</b>	Alan Gay, Director, <b>Resources Directorate</b>
<b>Agreement Date:</b>	1 <sup>st</sup> April 2007
<b>Between:</b>	Education Leeds Schools
<b>And</b>	
<b>Service Provider</b>	
<b>Service Title:</b>	Leeds City Council, Head Office,
<b>Address:</b>	Insurance Section, 3 <sup>rd</sup> Floor West, Civic Hall, Portland Crescent, Leeds, LS1 1JF
<b>Service Manager:</b>	Frank Morrison, Insurance Manager (0113 <b>395 2777</b> )
<b>General Enquiries:</b>	Bob Davison, Deputy Insurance Manager (0113 395 1699) Matthew Southwell, Insurance Officer (0113 395 1700)

## Conditions of the Agreement

### **Purpose of the Agreement:**

The Purchaser wishes to engage the Service Provider in the provision of the Services in accordance with the terms of this agreement.

The Service Provider shall provide the services as set out in the specification of work.

### **Length of the Agreement:**

The provision of the services shall commence from: 1<sup>st</sup> April 2007  
for a period of : 36 months

### **Method of Payment**

The method of payment for the Service Level Agreement as specified below will be made by internal recharge

### **Variations**

Both parties may jointly agree to omit any part of the service, or provide additional services, or vary temporarily or permanently any part of the service. Any modifications will be valued where applicable according to the prices set out in the agreement.

### **Confidentiality**

Neither party shall disclose to any other party any information in connection with the provision of the service or any information contained in the agreement other than in compliance with the agreed information format specified in compliance with the provisions of the Data Protection Act 1998.

### **Assignment & Subcontracting**

The Service Provider shall not transfer or assign this agreement and shall not subcontract the provision of the service without the prior written permission of the Purchaser, such permission to be not reasonably withheld.

### **Compliments and Complaints**

**Contact:** Frank Morrison  
**Tel. No:** 0113 395 2777  
**e-mail:** frank.morrison@leeds.gov.uk  
**Address:** Insurance Section, 3<sup>rd</sup> Floor West, Civic Hall, Leeds, LS 1 1JF

### **Notice**

Either party may terminate the agreement by 6 months in writing. Neither party shall have claims against the other arising out of the termination of the agreement.

## Specification of Work

### Context

Education Leeds is a company wholly owned by Leeds City Council and delivers a wide variety of Education related services to the 294 schools, 115,000 pupils, 17,000 teachers and other school based staff.

### Services to be Provided

The arrangement of insurance cover as described in Appendix A attached. N.B. The Teachers' Sickness Scheme, Balance of Risks Scheme, School Journey Insurance and Comprehensive cover for school vehicles are not included and are dealt with separately by the **Insurance Section, 3<sup>rd</sup> Floor West, Civic Hall, Leeds, LS 1 1JF**.

The provision of advice on all matters of insurance described in Appendix A.

Handling of liability claims for compensation made against the school as described in Appendix A

### Performance

Liability claims will be dealt in accordance with the requirements of the Civil Justice Protocols. Other matters will be dealt with in accordance with the **Resources Directorate's** protocols utilising all reasonable skill and care in the performance of the services and will be dealt with in a conscientious and timely manner.

## Service Provider Requirements Of The School

The School is responsible for ensuring that cost effective and adequate insurance arrangements are in place.

The School must immediately, or as soon as is reasonably possible, notify the **Insurance Section, 3<sup>rd</sup> Floor West, Civic Hall, Leeds, LS 1 1JF** of any claim for damages made against the School and promptly supply any information or assistance needed by the Authority, the Authority's insurers, solicitors or claims handlers acting on their behalf in connection with such claim.

The School must immediately, or as soon as is reasonably possible, notify the **Insurance Section, 3<sup>rd</sup> Floor West, Civic Hall, Leeds, LS 1 1JF** of any fire or incident involving substantial loss or damage to the school buildings or contents and promptly supply any information or assistance needed by the Authority, the Authority's insurers, loss adjusters or claims handlers acting on their behalf in connection with such claim.

The School is responsible for ensuring the safekeeping of all school property.

The School must promptly notify the **Insurance Section, 3<sup>rd</sup> Floor West, Civic Hall, Leeds, LS 1 1JF** of any circumstances which may alter the nature or extent of the risks insured.

The School must take all reasonable action to minimise the effect and financial cost of any incident that could give rise to a claim.

If the School wishes to make insurance arrangements independently of the cover available through the Council, the School must do so in compliance with the requirements of the Leeds Scheme for Financing Schools. This document is issued by Education Leeds.

The School is responsible for the first £125 of each claim other than liability claims for which no policy excess applies.

## Appendix A

### STATUTORY ENTITLEMENT

#### **Insurance Cover Provided**

- School premises and their contents against losses arising out of the physical loss or damage caused by specific risks (see Appendix C for a list of the specific risks).
- Necessary additional expenditure reasonably incurred in order to maintain the delivery of education at the School following a fire (e.g. alternative accommodation).
- Claims for damages against the School for death, injury or disease made by employees or former employees. Payment will only be made if legal liability for negligence is proved.
- Any other claims for damages against the School for death, injury or loss of or damage to property. Payment will only be made if legal liability for negligence is proved.
- Claims for damages against the School for libel or slander. Payment will only be made if legal liability is proved.
- Claims for damages against the School for death, injury or loss of or damage to property arising out of the use of a motor vehicle owned by, hired by or loaned to the School and whilst being used on School business. Payment will only be made if legal liability for negligence is proved.
- Loss of School money from safes, premises or en route to bank.
- Theft of money or goods by employees of the School.
- Loss of or damage to "Work in Progress" when schools are extended or refurbished.
- Lump sum benefit for employees of the School disabled or injured by accident or assault whilst at work.

#### **Principal Exceptions to Insurance Cover**

- War Risks
- Nuclear Risks
- Wear and tear, depreciation, gradual deterioration
- Damage caused by vermin or insects
- Pollution or contamination of land
- Theft of moveable property in the open
- Storm damage to moveable property in the open

#### **Notes**

The personal property or money of staff and pupils is not insured, except where the premises are destroyed by fire in which case staff property is covered up to a maximum of £750 per member of staff.

No insurance cover is provided for staff motor vehicles, even when used on school business. Staff must make sure that their own motor insurance is adequate to cover the risk.

## Appendix B

### POLICY INFORMATION

<b>Class</b>	<b>Insurer</b>	<b>Policy Number</b>	<b>Indemnity Limit</b>	<b>Renewal Date</b>
<b>Property Insurance</b>	Zurich Municipal, P.O. Box 568, 1 East Parade, Leeds, LS1 2UA	QLA-03G036- 0353	Blanket Cover	1 <sup>st</sup> April
<b>Employers Liability</b>	Zurich Municipal, P.O. Box 568, 1 East Parade, Leeds, LS1 2UA	QLA-03G036- 0353	£40,000,000	1 <sup>st</sup> April
<b>Public Liability</b>	Zurich Municipal, P.O. Box 568, 1 East Parade, Leeds, LS1 2UA	QLA-03G036- 0353	£40,000,000	1 <sup>st</sup> April
<b>Motor Liability</b>	Zurich Municipal, P.O. Box 568, 1 East Parade, Leeds, LS1 2UA	QLA-03G036- 0353	£20,000,000	1 <sup>st</sup> April
<b>Official's Indemnity</b>	Zurich Municipal, P.O. Box 568, 1 East Parade, Leeds, LS1 2UA	QLA-03G036- 0353	£5,000,000	1 <sup>st</sup> April
<b>Libel &amp; Slander</b>	Zurich Municipal, P.O. Box 568, 1 East Parade, Leeds, LS1 2UA	QLA-03G036- 0353	£1,000,000	1 <sup>st</sup> April
<b>Money</b>	Zurich Municipal, P.O. Box 568, 1 East Parade, Leeds, LS1 2UA	QLA-03G036- 0353	Various limits	1 <sup>st</sup> April
<b>Fidelity Guarantee</b>	Chubb Insurance Co., Bond House, 3 The Bourse, Boar Lane, Leeds, LS1 5EN	81800803	£10,000,000	1 <sup>st</sup> April
<b>Contract Works</b>	Zurich Municipal, P.O. Box 568, 1 East Parade, Leeds, LS1 2UA	QLA-03G036- 0353	£18,000,000	1 <sup>st</sup> April
<b>Personal Accident</b>	Self-insured by Leeds City Council	N/a	£60,000 Capital Sum plus other benefits	N/a

## Appendix C

Risks insured by material damage policy (school buildings and contents)

- Fire
- Lightning
- Explosion
- Aircraft
- Riot or Civil Commotion
- Storm

Other risks applicable to buildings and contents may be insured at the option of the school by purchasing cover under the Schools Balance of Risks Scheme. Contact the [Insurance Section, 3<sup>rd</sup> Floor West, Civic Hall, Leeds, LS 1 1JF](#) for information.