

# INSURANCE FOR PUPILS, STAFF AND VOLUNTEERS TAKING PART IN EDUCATIONAL EXCURSIONS, ACTIVITIES AND BUSINESS TRAVEL

# GROUP TRAVEL INSURANCE, PERSONAL INJURY & BUSINESS INSURANCE POLICIES

The Council holds two polices which provide cover for a range of educational excursions and Business travel. The polices provide cover for accidents, medical costs, accidental damage or loss of personal belongings & money, travel delays or cancellation.

The Group Personal Injury & Travel Insurance policy (ACE 55UK476571) provides cover for:

- Travel insurance for pupils, staff & volunteers on educational excursions in the UK and aboard organised by the Council.
- Students who are on work experience, if the programme is approved by the Head Teacher and follows council procedures for work experience.

The Business Class policy (ACE 53UK475426) provides cover for:

- Council employees engaged on council business, including business trips & daily commuting.
- Pupils engaged in extra curricular, after-school activities

The level of cover differs between the two policies and summaries of the cover are provided in the appendixes. The summary of Group Personal Injury & Travel Insurance can also be found at Appendix 6 of procedure manual 3/17 – 'Educational Excursions and Off Site Activities'.

Cover extends to all excursions & activities approved in writing by the head of establishment or the person delegated by the head to be responsible for excursions & activities within the school, with the exception of excluded activities.

#### PUBLIC LIABILITY AND EMPLOYERS LIABILITY INSURANCE.

The Council is covered through its Public Liability and Employers Liability policies against claims resulting from negligence by the Council or on the part of one of its employees. The cover extends to full time or part-time employees who are taking part an excursion or activities approved by the head or manager of the establishment. The policy also extends to volunteers and parent helpers; as long as they are assisting under the direction of the group leader and they are attending with the permission of the head of establishment.

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1

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Pupils on work experience within any department of the Council will be deemed to be employees of the Council and covered by the Public Liability and Employers Liability policies.

The majority of pupils will be placed in private businesses and therefore agreement must be obtained by the employer that the firm's Public and Employers Liability insurance will be extended to cover the pupils for the period of work experience. All insurance companies who are parties to the Accident Offices Association should provide automatic indemnity to firms employing pupils on work experience schemes.

It is important, however, for schools to ensure that employing firms are prepared to accept pupils on this basis and they should be requested to advise their insurers accordingly. The agreement of the employer should be obtained on a biennial basis by means of the "letter of understanding" (Appendix 4), and a copy held at the school. The activity must not proceed until the signed letter of understanding has been received.

## **DELIVERY REQUIREMENTS FOR EXCURSIONS & ACTIVITIES**

It is the duty of heads of establishments to ensure that all excursions or activities are suitably risk assessed, supervised by suitably experienced and qualified leaders and that all relevant Educational procedure manuals and health and safety codes of practice are adhered to.

The Council Educational Procedures and risk assessments for activities take account of the requirements of the insurance policies. For example it is a requirement of the Group Travel Insurance policy that those participating in water sports wear a suitable buoyancy aid or life jacket. This requirement is clearly set out in the operating procedures for canoeing, rafting and sailing.

Pupils covered by the insurance policies must be under the establishment's direction and supervision at all times, although they need not necessarily be accompanied at all times.

## **EXCLUDED ACTIVITIES**

Some activities are excluded under the Group Travel Policy. The following activities are not currently covered

- All types of multi pitch rock climbing and mountaineering
- Caving or potholing, although tourist caves are covered
- Skin diving or snorkelling
- Self managed high ropes courses ~ such as the 'Go Ape' branded courses
- Motor cycling
- Racing of any kind, except on foot
- Off piste skiing, jumps or stunts, racing, ice hockey or bob sleighs.
- Any skiing and the use of ski lifts not under the direct supervision of a qualified instructor. With the consent of the instructor, participants may use a nursery slope without direct supervision.
- Air travel, other than as a passenger on a commercial flight.
- Hand gliding, parachuting & parascending

• Sailing outside 'coastal waters' ~ as defined by the RYA.

Any activity which is not listed should, in general, be taken to be covered. Where there is some doubt advice should be sought from Corporate Finance, Marina or the Business Support team in Southbank House.

## **PERSONAL BELONGINGS**

There are a number of exclusions and requirements in both policies relating to personnel belongings. They include:

- All vehicles and accessories, trailers, tents, camping equipment, boats sailing boards are excluded from cover
- All sports equipment, other than skis, is excluded from cover whilst it is in use. Household appliances ~ such hairdryers are not covered
- Any items left in an unlocked vehicle. Any items in an unattended vehicle unless the items are kept out of site or in a locked luggage compartment or under a purpose built luggage cover in an estate
- Any item left in an overnight in a vehicle, unless the vehicle is in a locked garage
- Any loss must be reported to the Police and hotel management within 48hrs and a written report must be obtained.
- All losses or damage involving transport carriers must be reported immediately to the carrier. In the case of air travel a Property Irregularity Report (PIR) must be obtained.
- Claims for items over the value of £500 would need to accompanied by proof of purchase or ownership

## **MONEY, TICKETS & DELAYS**

There is cover for the loss of money, travels cheques, travel tickets, activity passes on the journey and for 72 hrs immediately prior to start of the journey

- Any loss must be reported to the police and hotel management within 48hrs and a written report must be obtained. In the case of credit & bank cards the owners must also inform their card issuer within 48hrs.
- There is no cover for any loss from an unlocked or unattended vehicle, even if the money or tickets are stored in a luggage compartment. There is only cover for loss from a vehicle at night if the vehicle is kept in a locked garage
- For claims relating to travel delays written confirmation of the delay and the reason for the delay must be obtained from the carrier.

#### PRE EXISTING MEDICAL CONDITIONS

Participants must not travel against the advice of a qualified medical practitioner.

The Council or ACE Europe does not need confirmation of the advice given to the participant before the excursion. In the event of a claim the Ace Europe will ask the relevant medical practitioner to confirm in writing that they were satisfied that it was appropriate for the participant to travel and take part in the activities undertaken.

Participants are therefore advised to discuss any concerns about any pre existing medical conditions, and their suitability to participate in the excursion or activity, with their medical practitioner.

The qualified medical practitioner consulted must not be one of the insured persons, their partner or a member of the insured person's immediate family.

#### EUROPEAN HEALTH INSURANCE CARD

The EHIC replaces the E111 and provides the holder with free emergency medical care in most European countries. The excess of £15 on medical claims will not apply if the EHIC card is used to reduce the cost of any medical treatment in Europe Cards can be obtained through the Post Office or online thorough the NHS.

https://www.ehic.org.uk/Internet/home.do

#### **GENERAL EXCLUSIONS**

Certain events, countries or actions are not covered. The current exclusions include:

- Any Business journey lasting more than 30 days
- Any educational excursion lasting more than 31 days or 21 days if on overseas work experience
- Expectant mother are not covered for medical expenses, delay or cancellation expenses relating to pregnancy or childbirth within one month of the baby's due date
- Any person over the age of 75
- Any person who is a professional sports person or entertainer
- Any injury or claim caused by self harm or intentionally self inflicted injury
- Any insured parson engaging in aviation either as a pilot or crew member
- Any claim whist in a country at war, declared or not.
- Acts of war or terrorism and natural disasters
- Any injury sustained or incident when involved in Illegal acts or drugs taking
- Any visit to the following countries; Iraq, Afghanistan, Chechnya, & Yemen or any other country if travelling against advice from the Foreign Office or ACE Assistance

## **LIMITS OF AGGREGATE LIABILITY**

The company has set aggregate limits of liability for groups.

- For cancellation, delay or curtailment benefits the aggregate liability per event for all the insured persons is £50,000.
- For Personal injury claims the aggregate limit of a claim is:

	Group Travel policy	Business policy
Per Event for a group of insured persons travelling in one conveyance	£2 M	£5 M ~ Multi engine plane £1M ~ In any other type of aerial craft
Per Event overall	£5 M	£10 M

## **CONTACT ACE EMERGENCY ASSISTANCE & EDUCATION SERVICE**

ACE Europe provides assistance in the event of an incident or accident. The assistance service can offer advice and support on a 24 hour basis, including: emergency repatriation; medical advice, referral or treatment; local payment of hospital bills; and replacement of essential maintenance medication or drugs.

ACE <u>must</u> be informed immediately or as soon as reasonably possible of any emergency that may potentially give rise to a claim.

The leader of a group must take the policy number and contact details for this service on journeys

ACE Assistance: +44 (0)20 7173 7996

Upon receipt of the approval form for residential excursions, Boclair House will send a business card displaying the ACE assistance phone number to each Group Leader.

The Head of Education must be informed of any incident requiring contact with ACE Assistance as soon as possible. This will often by done by the Head of Establishment or the Base contact and therefore the Group Leaders must therefore ensure that they have a 24 hour contact number for their emergency Base contact.

#### **CLAIMS**

All claims should be passed onto the EDC Audit and Risk Manager, Gerry Allen. All correspondence concerning claims should be accompanied by any receipts for medical expenses where appropriate and all other related correspondence and should be copied to the Audit and Risk Manager.

The relevant claim forms can be obtained from Business Support, the Educational Excursions GLOW group or the Corporate Insurance section.

## **BUISNESSCLASS INSURANCE COVER**

**INSURED PERSONS**: The insurance cover applies to regular employees participating in EDC business and pupils taking part in after school, extra curricular, activities

## **SUMMARY OF BENEFITS**

INSURERS:         ACE EUROPE           POLICY NO:         53UK47526           EXPIRY DATE:         30 / 04 / 2012	CATEGORY A – Persons aged under 18 years old	CATEGORY B – aged 18 years to 75 years old
Death	£2,000	5 x annual salary
Permanent Disabling injuries	£20,000	5 x annual salary
Temporary Total Disablement	Nil	50% of weekly wage
Temporary Partial Disablement	Nil	50% of weekly wage
Dental expenses	£500	£500
Medical Expenses	£20,000	Up to £20,000
- supplementary travel & accommodation	£15,000	Unlimited outside the UK £15,000
Cancellation/Curtailment	£10,000	£10,000
Personal Belongings	£10,000	£10,000
Personal Belongings delay	£2,000	£2,000
Money	£5,000	£5,000
Business equipment	N/A	£1,500
Personal Liability	£5,000,000	£5,000,000

- Temporary disablement benefits are payable for up to 104 wks but are deferred for the first 182 days.
- Aggregate limit for claims are:

Per Event for insured persons whilst travelling in one conveyance (Multi engined, plane, ship or vehicle)  $\sim £5M$ Per Event overall  $\sim £10M$ 

- Cover is subject to the normal terms, conditions and exclusions outlined in the policy;
- Participants with pre existing medical conditions must not travel against the advice of a qualified medical practitioner;
- All losses of personal belongings or monies must be reported to police, hotel; management or transport carrier within 48hrs;
- The duration of business travel must not exceed 30 days.

# GROUP PERSONAL INJURY & TRAVEL INSURANCE COVER

**INSURED PERSONS**: The insurance cover applies to any person participating in an educational excursion or work experience arranged by EDC departments

# **SUMMARY OF BENEFITS**

INSURERS: ACE EUROPE POLICY NO: 53UK476571 EXPIRY DATE: 30 / 04 / 2013	CATEGORY A – Persons aged under 18 years old	CATEGORY B – Persons aged 18 years to 75 years old
Death	£10,000	£20,000
Permanent Disabling injuries	up to £20,000	up to £20,000
Personal Accident – Temporary Total Disablement	Nil	£40 per week (only applicable between 26 and 104 weeks after accident)
Personal Accident – Temporary Partial Disablement	Nil	£16 per week (only applicable between 26 and 104 weeks after accident)
Dental expenses	£500	£500
Medical Expenses	Unlimited	Unlimited
- supplementary travel & accommodation	£15,000	£15,000
Cancellation/Curtailment	£10,000	£10,000
Personal Belongings	£2,000	£2,000
~ limit any one article, pair or set	£1,500	£1,500
Personal Belongings delay	£500	£500
Money	£2000	£2000
Personal Liability	£2,000,000	£2,000,000
Max. aggregate limit per excursion	£5,000,000	£5,000,000

The following excesses will apply in respect of each and every claim per Insured Person

(a)	Medical Expenses	£15	
(b)	Cancellation/Curtailment	£15	Aggregate limit per excursion of £50,000
(c)	Personal Belonging/Money	£15	Excludes all sports equipment in use except for skis and all camping equipment, boats & sailing boards at any time.

For Personal injury claims the aggregate limit is:

Per Event for insured persons whilst travelling in one plane, ship or vehicle ~£2M Per Event overall ~ £5M

- Cover is subject to the normal terms, conditions and exclusions outlined in the policy;
- Participants with pre existing medical conditions must not travel against the advice of a qualified medical practitioner;
- All losses of personal belongings or monies must be reported to police, hotel; management or transport carrier within 48hrs;
- The duration of educational excursions must not exceed 31 days or 21 days in the case of work experience overseas.

## **ACE EUROPE**

## WORLDWIDE EMERGENCY MEDICAL ASSISTANCE PROCEDURE

While travelling abroad, assistance will be provided in the event of a **medical emergency** in the following ways:

- Medical advice will be given
- Names and addresses of suitable doctors, hospital, clinic and dentists will be provided when consultation or minor treatment is required.
- Arrangements will be made for a doctor to visit and for hospitalisation, if necessary.
- Special drugs, if unobtainable locally, will be obtained and dispatched to the patient.
- An ACE Assistance appointed Medical Officer will continue to monitor the patient's condition.

#### IN ADDITION

- ACE Europe provide multi-lingual assistant co-ordinators who are in most cases able
  to converse with doctors and hospitals abroad in their own language, which helps in
  the understanding of the situation.
- ACE Europe consult Medical Advisers at the outset for their views on the desirability of arranging repatriation and the best method to be adopted. Whenever necessary patients will be escorted by a qualified medical attendant.
- Hospitals or doctors abroad will be contacted and any necessary fees guaranteed.
- Specially equipped air ambulances are available for critical cases on the recommendation of the ACE Europe Medical Officer whilst in less serious circumstances scheduled air services will be used. Repatriation from countries outside Europe will be carried out using regular air services.
- Upon arrival in the UK an ambulance will be provided to convey the patient quickly and comfortably to an NHS hospital or home address whenever necessary.
- Arrangements may be made for any other members of the party to travel home.
- If it is necessary to transport the next-of-kin to a sick or injured person, all necessary arrangements will be made for outward and return journeys.

#### **IMPORTANT**

# ACE EUROPE PROVIDE A PROFESSIONAL 24-HOUR EMERGENCY SERVICE, SO PLEASE BEAR 4 THINGS IN MIND

- 1. Do not try to provide your own solution to your problems (which would be at your own expense) but let ACE Europe act for you from the outset.
- 2. ACE Europe need to be informed promptly of your problem although it is usually sensible whenever practical to obtain an initial report from a doctor before making your first call to them. This helps them to provide the best advice and their medical experts can converse with their opposite numbers to ensure that a correct course of action is taken.
- 3. You must leave ACE Europe to decide what is the most suitable, the most practical, and the most reasonable solution to any problem.
- 4. You must read the policy exclusions appropriate to the Medical and Emergency Travel Expenses Insurance so that you are fully informed of the extent to which any expenditure by ACE Europe on your behalf can be reimbursed by this insurance.

#### YOU CAN CONTACT ACE ASSISTANCE 24 HOURS A DAY BY:

TELEPHONE: +44 (0)207 173 7996

The Travel Policy is underwritten by Ace Europe under Policy No 53UK476571.

Business travel cover is provided under policy 53UK476570 (B) which has the same renewal terms and contact number as the educational excursions cover.







Phone:0141 578 8931 Fax: 0141 578 8934 Date: 16/01/2009

Dear Work Experience Provider

## LETTER OF UNDERSTANDING REGARDING WORK EXPERIENCE FOR PUPILS FROM EAST DUNBARTONSHIRE COUNCIL EDUCATION SERVICE

To ensure that the agreement between organisations providing Work Experience and the Education Service, and the implications arising, are fully understood I would like to highlight the following essential points.

- The pupils will be carrying out meaningful work during the period of their Work 1. Experience. The work will be planned by a responsible person and the pupils will be given appropriate instruction before, and supervision whilst, participating in any activity. Under no circumstances should pupils operate proscribed machinery or work with proscribed materials as defined by legislation.
- 2. The firm/ organisation providing Work Experience will ensure that the pupil is not required to operate any hazardous machine, to work in any hazardous environment, or to carry out work of an unsuitable or objectionable nature. The firm/ organisation will specify any special clothing or PPE required by pupils whilst performing the task and, if possible, provide it. Work Experience pupils become 'employees' of their host company. Following recent legislation employers must inform parents of workers under 16 of any significant 'risks' and 'controls' in the work place prior to their taking up employment. The Education Authority will act as the employers' agents in passing on this information if required.
- In terms of authority policies on Information Ethics employers should ensure that young 3. people have only limited and supervised access to the Internet.
- 4. The organisation will be visited by staff of the Education for Work Unit to ensure that the appropriate standards of health, safety and welfare are being met in relation to young people at work if such a visit has not already taken place in the preceding three years.
- 5. The pupil will not receive any payment for this work, but if the firm/ organisation can, where possible, supply a mid-day meal, this would be appreciated.
- 6. The pupil will not be allowed to work outside the hours stipulated in the job description.

- 7. The pupil and parents will be required to sign an agreement, copies of which will be available for inspection on request, stating:-
  - That he/she will not disclose any information confidential to the organisation without the organisation's approval, and
  - That he/she will obey all safety, security and other instructions given by the organisation providing their Work Experience.
  - The pupil's parents will undertake to see that the pupil carries out these obligations and will confirm that he/she is not suffering from any complaints which will create a hazard either to the pupil or those working with him/her.
- 8. The organisation providing Work Experience will ensure that its Public and Employers' Liability insurances will provide cover for pupils for the period(s) of Work Experience.
- 9. Organisations providing Work Experience must be prepared to accept pupils on the basis of the above and should advise their insurers accordingly before pupils are taken into their premises for Work Experience. All insurance companies provide this extension at no cost as long as they are informed in advance.
- 10. In the case of accident, sickness or absence the organisation providing Work Experience will notify by telephone and without delay the Head Teacher of the pupil's school, and the pupil's home if a telephone number is given. The pupil will be allowed to use whatever welfare facilities the organisation provides.

I should be grateful if you would confirm that this letter of understanding is acceptable to you by completing and signing the Self-Found Placement form (WX10) and returning it to the pupil who has requested a placement.

Yours Sincerely

#### **Gordon Smart**

**Quality Improvement Officer** 

Education Service Southbank House Strathkelvin Place Kirkintilloch G66 1XQ

# EAST DUNBARTONSHIRE COUNCIL: COMMUNITY SERVICES

I confirm that I have read this letter of understanding, that all the points are acceptable to me and that I have taken the appropriate action.

Signature	
Job Title	
Firm/Organisation	
Date	
Name and address of premises where work experience will be provided.	
Please return to	