

MASTER SCHEDULE

Policy Number	UC POP 5660311	
Broker	Arthur J Gallagher Insurance Brokers Ltd	
Broker Number	UC 4289	
Named Insured	North West Leicestershire District Council	
Postal Address	Council Offices Coalville Leicestershire LE67 3FJ	
Business	District Council	
Period of Insurance	A) EFFECTIVE	1st October 2024
	B) TO	30 th September 2025 (both dates inclusive)
Renewal Date	1 st October 2025	

Travelers Insurance Company Limited

63 London Road, Redhill, Surrey RH1 1NA

Travelers Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Registered office: One Creechurch Place, Creechurch Lane, London EC3A 5AF. Registered in England 1034343

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**PUBLIC AND PRODUCTS SECTION
SCHEDULE**

Policy Number	UC POP 5660311
Effective Date	1 st October 2024
Limit of Indemnity	£25,000,000 Any one occurrence as stated in the Policy £25,000,000 For Products Liability amount opposite shall be the total amount payable during any one Period of Insurance as stated in the Policy
Section Deductible	£2,500 each and every loss
Section Premium	£95,950.80
Policy Wording Code	2010 05/12
Section Endorsement(s)	PL05, PL43, PL46(A), PL68, PL70A, PL114

PUBLIC AND PRODUCTS LIABILITY SECTION ENDORSEMENT

PL43 Legionella – General Risk Management Requirements

Policy Number	UC POP 5660311
Effective Date	1 st October 2024
Named Insured	North West Leicestershire District Council

ATTACHING TO AND FORMING PART OF THE ABOVE

The Company shall not be liable to indemnify the Insured (inclusive of associated claimants' and defence costs and expenses) in respect of legal liability directly or indirectly resulting from caused by contributed to attributed to or in any way related to any legionella species bacterium arising at (or in connection with work activities carried on at) premises owned or leased or rented by the Named Insured in connection with the Business unless the Named Insured has complied with the following Special Provision - Risk Management Requirements For Legionella detailed below

Special Provision - Risk Management Requirements For Legionella

1. A written legionella policy has been prepared and implemented which inter alia
 - (a) *appoints a person to be managerially responsible for the implementation management and monitoring of the legionella policy*
 - (b) states the means of identifying and assessing the sources of risk from exposure to legionella species bacteria along with the arrangements in force to prevent or control the proliferation of legionella species bacteria
 - (c) incorporates the principles advocated in the Health and Safety Executive's Approved Code of Practice and Guidance L8 titled "Legionnaire's disease – The control of legionella bacteria in water systems" or any amending Health and Safety Executive guidance
2. The effectiveness of the legionella policy described in 1. above is monitored on a regular basis and any corrective action suggested by such monitoring taken

Such monitoring to include

 - (a) the implementation of a legionella testing regime to ensure that microbiological control is being achieved
 - (b) documented monitoring of the implemented procedures and arrangements detailed in the legionella policy
 - (c) documented audits of the overall legionella policy to be undertaken by the Named Insured's management not less than once in any 12 month period

Subject otherwise to the terms conditions and exclusions of the Policy

PUBLIC AND PRODUCTS LIABILITY SECTION ENDORSEMENT**PL46(A) Health Care Extension**

Policy Number	UC POP 5660311
Effective Date	1 st October 2024
Named Insured	North West Leicestershire District Council

ATTACHING TO AND FORMING PART OF THE ABOVE

As from the effective date shown above the indemnity provided under the Public and Products Liability Section shall be extended to include liability for Bodily Injury arising from an act or omission by an individual other than a Health Care Professional in the provision of or failure to provide Health Care

Provided that

- (a) the Health Care has been detailed in a care plan that has been drawn up by or otherwise approved by a Health Care Professional and the Named Insured has carried out risk assessments and approved the service user facility's provision of such treatment
- (b) and such individual has undergone documented training and achieved the competency standard specified in the care plan and is working under direction or control of a Health Care Professional
- (c) the Company shall not be liable to indemnify any Health Care Professional

For the purpose of this endorsement the words

- (i) 'Health Care' shall mean health care (but not First Aid) that has been disclosed to and agreed by the Company in writing and detailed in Appendix 1 and or Appendix 2 of this endorsement
- (ii) 'Health Care Professional' shall mean those members of the health care professions being medical and dental practitioners nurses and midwives and professions allied to medicine
- (iii) 'First Aid' shall mean emergency care (other than pre planned emergency treatment for specific individuals) given immediately to an injured or sick person

Subject otherwise to the terms conditions and exclusions of the Policy

PUBLIC AND PRODUCTS LIABILITY SECTION ENDORSEMENT

PL46(A) HEALTH CARE EXTENSION

APPENDIX 1 – ACCEPTABLE TREATMENTS

The following Health Care procedures are agreed by the Company subject to provisions (a) (b) and (c) above

- Bathing (subject to routine visits to service users by senior officer to check for abuse)
- Blood pressure monitoring by automated machine only following training and referral of variation from specified limits to Health Care Professional
- Blood sample taking by glucometer or fingerprick only used in accordance with the manufacturers' guidelines
- Body fluid balance monitoring subject to referral of variation from specified limits to Health Care Professional
- Breathing monitoring
- Buccal midazolam administered orally
- Catheters limited to changing of bags and cleaning of tube excluding insertion
- Colostomy/stoma care limited to changing of bags and cleaning
- Denture cleansing
- Dressing care (external) application and replacement
- Ear/nose drop application
- Gastronomy tube peg feeding or bolus feed via a gastronomy tube or pump and cleaning and peg feeding with medication prescribed by a medical professional and undertaken in consultation with a pharmacist but excluding insertion/reinsertion of tube
- Hearing aid checking fitting (excluding measuring) and replacement
- Inhalers and nebulisers limited to the provision of assistance to user in application or fitting of mask
- Injections limited to the administration of pre-packaged doses (intramuscular or subcutaneous only) required on a regular basis or in a pre-planned emergency
- Medipens (Epipens and Anapens) for anaphylactic shock with a pre-assembled pre-dosed epipen epinaphrene or adrenaline/epinephrine
- Oral hygiene for individuals unable to swallow
- Nasal suction limited to the clearing of the nose via a fitted stent but excluding insertion of stent
- Naso-gastric tube feeding/bolus feeding and cleaning of tube
- Occupational therapy support through the provision of progress assessment for goals set by professional physiotherapist and self-care assessments for capability of service users to live independently in their own homes
- Oral medication administered as prescribed by a Health Care Professional subject to the Named Insured's medication policy and obtaining parental consent forms for pupils at day schools
- Oxygen administration limited to the provision of assistance to user in fitting of mask
- Postural drainage exercise
- Pressure bandage application to assist with positioning of digits
- Pulse rate monitoring by finger pressure on wrist only and referral of variation from specified limits to Health Care Professional
- Rectal midazolam or rectal diazepam administration for repeated epileptic seizures or emergency in a pre-packaged dose and subject to two members of staff being present
- Splints braces corsets application
- Swabs limited to the cleansing of skin or inside of mouth/nose and taking of samples from external wounds for analysis
- Temperature taking via ear only subject to referral of variation from specified limits to Health Care Professional

- Toenail cutting unless service user has diabetes or vascular disease
- Topical medication and application of patches using pre-prescribed medication creams and lotions only
- Tracheostomy care limited to the cleaning around edge of tube only
- Use of ventilators

PUBLIC AND PRODUCTS LIABILITY SECTION ENDORSEMENT**PL46(A) HEALTH CARE EXTENSION****APPENDIX 2 – ADDITIONAL AGREED TREATMENTS**

Additional treatments agreed by the Company following referral of details with Health Care Plans and subject to provisions (a) (b) and (c) above :

1.

PUBLIC AND PRODUCTS LIABILITY ENDORSEMENT

PL68 STATUTORY POLLUTION CLEAN UP COSTS (Premises/Offsite Operations - Offsite Pollution)

Policy Number	UC POP 5660311
Effective Date	1 st October 2024
Named Insured	North West Leicestershire District Council

ATTACHING TO AND FORMING PART OF THE ABOVE

Definitions applying to this endorsement

Environmental Legislation

The words 'Environmental Legislation' shall mean any enacted United Kingdom legislation governing the prevention and control of pollution and contamination and/or the protection of the environment

Regulatory Authority

The words 'Regulatory Authority' shall mean any statutory authority or regulator or legal body in each case having authority under Environmental Legislation to legally require or order Remediation, or to conduct Remediation and seek the costs of so doing from others

Remediation

The word 'Remediation' shall mean works or operations to investigate Pollution and or works or operations to treat remove or dispose of Pollution and or works or operations to curtail or minimise the extent of Pollution once it has occurred but regardless of whether required under Environmental Legislation it shall not mean works or operations

- (a) to reinstate reintroduce or restore flora or fauna
- (b) to restore natural habitats or species protected by Environmental Legislation or the services that those natural habitats or species perform

Pollution

The word 'Pollution' shall mean all actual pollution or contamination of water or land (but not of buildings or other structures on or in land or water)

Premises

The word 'Premises' shall mean land and water together with any buildings or other structures on or in the land or water belonging or leased rented or hired to the Named Insured

Cover

The indemnity provided by this Section shall be extended as follows

The Company will indemnify the Named Insured in respect of

1. the cost of any Remediation legally required or ordered by a Regulatory Authority to be conducted by or on behalf of the Named Insured

and or

2. liability for the cost of any Remediation conducted by a Regulatory Authority and legally sought from the Named Insured by that Regulatory Authority

in respect of Pollution occurring anywhere in Great Britain Northern Ireland the Isle of Man or the Channel Islands outside the boundaries of any Premises but only where caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance and arising in connection with the Business

All Pollution which arises out of one incident shall be deemed to have occurred at the time such incident takes place

Provided that

- (a) the Remediation in respect of which indemnity for costs is provided for under this extension shall be for the minimum necessarily conducted under the provisions of the Environmental Legislation
- (b) the indemnity provided by this extension will not apply
 - (i) for the avoidance of doubt
 1. to fines or penalties of any kind or any costs incurred in connection with any criminal proceedings consequent upon Pollution
 2. in respect of any costs or any liability for costs to the extent they relate to any amounts payable as Compensation to third parties affected by such Pollution including any Remediation costs forming part of such Compensation
 - (ii) in respect of any costs or any liability for costs to the extent they relate to
 1. the removal or disposal of waste deposited by or on behalf of the Named Insured
 2. any works or operations that improve the state or condition of land or water in comparison with its state or condition immediately prior to the incident that caused the Pollution
 3. any works or operations carried out other than at the place where the Pollution has occurred
 4. Remediation in respect of Pollution at any Premises but this shall not exclude works or operations carried out at any Premises to curtail or minimise the extent of Pollution elsewhere than at any Premises once it has occurred
 5. Remediation in respect of Pollution caused by Products

- (iii) in respect of any costs or any liability for costs where indemnity for such costs is provided by any other insurance or where but for the existence of this extension indemnity would have been provided by such other insurance

- (c) the financial limit of the Company's liability under this extension shall not exceed in the aggregate in respect of all Events during the Period of Insurance £1,000,000 and which amount shall form part of and not in addition to the amount of the Limit of Indemnity otherwise applying to this Section in respect of the liability of the Company for Compensation payable in respect of all pollution or contamination which has occurred or is deemed to have occurred during the Period of Insurance

- (d) in respect of each and every Event giving rise to indemnity under this extension the Named Insured shall be liable for 10% of the cost of any claim or claims made hereunder or the amount of the Deductible whichever is the greater

- (e) this extension is subject otherwise to the terms conditions and exclusions of the Section and the Policy

Where any the exclusions of the Section and the Policy refer to exclude 'liability' then for the avoidance of doubt in respect of this extension they shall be deemed to apply in the same way in respect of the cost of any Remediation legally required ordered or conducted by a Regulatory Authority

Subject otherwise to the terms conditions and exclusions of the Policy

PUBLIC AND PRODUCTS LIABILITY ENDORSEMENT

PL70A Premises Owned By Named Insured - Indemnity to Hirer

Policy Number	UC POP 5660311
Effective Date	1 st October 2024
Named Insured	North West Leicestershire District Council

ATTACHING TO AND FORMING PART OF THE ABOVE

As from the Effective Date shown above the following amendment is made to the Policy

Clause 13 of the Public and Products Liability Section Cover is replaced with the following

13. Premises Owned By Named Insured - Indemnity to Hirer

If the Named Insured so requests the Company will indemnify individuals and organisations (excluding political parties or professional entertainers) under clauses 1 and 2 and 3 of the Cover in connection with their hire of and activities carried on at premises owned by the Named Insured for amounts for which the individuals and organisation are held legally liable under the terms of the Named Insured's hiring agreement

Furthermore for the purposes of this clause 13 of the Cover Section exclusion 1(a) shall not apply in respect of Damage to the Named Insured's property arising from such hire of and activities carried on at premises owned by the Named Insured and for which the individuals and organisation are held legally responsible under the terms of the Named Insured's hiring agreement

Provided that

- (a) each party covered hereunder shall observe fulfil and be subject to the terms and conditions of the Policy insofar as they can apply
- (b) the Company's aggregate liability to all parties indemnified under this clause 13 of the Cover in respect of all claims arising from an Event shall not exceed £5,000,000 and which amount shall be inclusive within and not in addition to the amount of the Limit of Indemnity stated in the Section Schedule
- (c) liability would have attached to the individual or organisation in the absence of the Named Insured's hiring agreement
- (d) the Deductible shall not apply but the Company shall not be liable for the first £100 in respect of all claims arising from an Event and for the avoidance of doubt such amounts shall not count to any section or policy aggregate deductible
- (e) the Company will not provide indemnity in respect of
 - (i) liability for and arising out of Injury or Damage occurring to any individual participating in the activity being carried on at such premises where such liability is caused by or arises from an act or omission of any individual or organisation otherwise eligible for indemnity by this clause 13 of the Cover
 - (ii) liability more specifically insured under any other insurance or which would be so insured but for the existence of this clause

Subject otherwise to the terms conditions and exclusions of the Policy

PUBLIC AND PRODUCTS SECTION ENDORSEMENT

PL114 – Fungi Limit Of Indemnity - Amendment

Policy Number	UC POP 5660311
Effective Date	1 st October 2024
Named Insured	North West Leicestershire District Council

ATTACHING TO AND FORMING PART OF THE ABOVE

1. The following is added to Public and Products Liability Section Definitions:

Fungi

The word 'Fungi' shall mean any type or form of fungus, including mould or mildew and any mycotoxins, spores, scents or by-products produced or released by such fungus.

2. The following is added after the first paragraph in Limit of Indemnity in the Public and Products Liability Section:

In respect of liability arising in connection with the Business activity of the management and maintenance of the Named Insured's housing stock and housing tenants and arising from or out of:

- (a) the actual, alleged or threatened absorption, ingestion or inhalation of, contact with or exposure to any Fungi or bacteria in any form by any person; or
- (b) the existence of any Fungi or bacteria in any form on or within a building or structure, including its contents;

other than any Fungi or bacteria on or contained in a good or product intended for consumption;

the specified amount stated in the Schedule to the Public and Products Liability Section as the Limit of Indemnity is replaced with £5,000,000 which amount shall be:

- (i) the total amount payable in the aggregate in respect of all claims during any one Period of Insurance;
- (ii) inclusive of all claimants' and defence costs to the extent indemnified for (and prosecution defence costs and expenses to the extent indemnified for); and
- (iii) inclusive within, and not in addition to, the specified amount detailed in the Schedule to the Public and Products Liability Section as the Limit of Indemnity or the amount of any other limit stated in this Section.

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