Maven Public Sector

MAVEN PUBLIC SECTOR LIABILITY POLICY SCHEDULE

Policy Number	[redacted]
Policy Wording	Maven Liability Policy Wording v2 09.15
The Insured	The Police and Crime Commissioner for Staffordshire and/or the Chief Constable of Staffordshire Police
Insured Postal Address	Weston Road, Stafford, ST18 0YY
The Business	Police Force
The Underwriters	Maven Public Sector **Authorised and regulated by:** Financial Conduct Authority
Operative Sections	Section 1, Employers' Liability — Insured Section 2, Public and Products Liability — Insured Section 3, Professional and Officials' Indemnity — Insured
Aggregate Self-Insured Retention	Amount GBP 1,089,000 — Applicable to Claims under Section 1, Employers' Liability — Yes Section 2, Public and Products Liability — Yes Section 3, Professional and Officials' Indemnity — Yes
Self-Insured Retention	Amount — Applicable to Claims under GBP 100,000 — Section 1, Employers' Liability (EL) GBP 100,000 — Section 2, Public and Products Liability (PL/P) GBP 100,000 — Section 3, Professional Indemnity GBP 100,000 — Section 3, Officials' Indemnity
Territorial Limits	**Section 1, Employers' Liability** (a) anywhere in the world provided that the Employee's employment or engagement is entered into in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands; or (b) in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands in respect of employment or engagement entered into outside these territories including temporary visits outside these countries other than back to the country of employment. or engagement **Section 2, Public and Products Liability** Worldwide **Section 3, Professional and Officials' Indemnity** Worldwide except the United States of America and Canada
Period of Insurance	From 1st April 2024 To 31st March 2025 — both days inclusive

Premium	Premium GBP [redacted] Insurance Premium Tax at 12% GBP [redacted] Total GBP [redacted]
Insurers and Apportionment	The liability of each of the insurers individually shall be limited to the proportion set against its name

Insurer	Proportion of Schedule	Reference
AXA XL Insurance Company Limited	55%	
Aviva Insurance Limited	45%	
Total	**100%**	

Maven Public Sector (hereinafter referred to as the **Underwriters**) underwrite and bind business under a delegated authority from the Insurers.

<u>Remuneration Disclosure</u>

When Maven Public Sector underwrite your policy, the insurers pay Maven Public Sector a percentage of the premium as a fee for the work Maven Public Sector do on their behalf.

If certain profit targets are reached, the insurers may also pay Maven Public Sector a bonus based on the overall performance of the book of business.

The premiums shown are inclusive of [redacted] brokerage to Aon and [redacted] YPO Framework fee.

Maven Public Sector

SECTION 1, EMPLOYERS' LIABILITY

Limit of Indemnity:	GBP 35,000,000	any one claim or series of claims arising out of any one **Occurrence**

N.B. Sub-limits apply – these are listed later in this Schedule

Transfer of Undertakings (Protection of Rights) Regulations Retroactive Date (Section 1, Extension 2)	1st April 2017

SECTION 2, PUBLIC AND PRODUCTS LIABILITY

		Limit of Indemnity	
1.	Public Liability	GBP 35,000,000	any one **Occurrence**
2.	Products Liability (**Personal Injury** and or **Property Damage** caused by the **Insured's Products**)	GBP 35,000,000	any one **Occurrence** and in the aggregate for the **Period of Insurance**
3.	Pollution Liability (**Personal Injury** and or **Property Damage** caused by **Pollution**)	GBP 35,000,000	any one **Occurrence** and in the aggregate for the **Period of Insurance**

N.B. Sub-limits apply – these are listed later in this Schedule

Financial Loss Retroactive Date (Section 2, Extension 7)	31st March 2017

SECTION 3, PROFESSIONAL AND OFFICIALS' INDEMNITY

Limit of Indemnity:	GBP 3,000,000	any one claim and in the aggregate for **the Period of Insurance**, but subject to the sub-limits listed in the Schedule

Retroactive Date

In respect of all claims arising other than from **Professional Activities**	1st April 1997
In respect of claims arising from **Professional Activities**	9th February 2014

Sub-limits

- Sub-limits form part of the Limit of Liability and do not apply in addition to it
- Limits are exclusive of the **Self-Insured Retention** unless otherwise stated
- If more than one Sub-limit applies to the same loss, the Insurer's liability will be limited to the lesser Sub-limit.

In respect of Section 1, Employers' Liability

	Limit of Indemnity	
Bodily Injury to any **Employee** whilst engaged in **Offshore** work	Nil	any one claim or series of claims arising out of any one Occurrence

In respect of Section 2, Public and Products Liability

	Limit of Indemnity	
Extension 2, Asbestos	GBP 1,000,000	any one occurrence and in the aggregate for the **Period of Insurance**
Extension 7, Financial Loss	GBP 1,000,000	any one occurrence and in the aggregate for the **Period of Insurance**
Optional Extensions		
1 Excess Motor	Not Insured	
2 Indemnity to Hirer	GBP 5,000,000	

In respect of Extensions Applicable to Section 1, Employers' Liability and Section 2, Public and Products Liability

	Limit of Indemnity	
Extension 3, Data Protection Act	GBP 1,000,000	any one occurrence and in the aggregate for the **Period of Insurance**

In respect of Section 3, Professional and Officials' Indemnity

	Limit of Indemnity	
In respect of claims arising from **Professional Activities**	GBP 1,000,000	any one claim and in the annual aggregate
In respect of all claims arising other than from **Professional Activities**	GBP 2,000,000	any one claim and in the annual aggregate
Emergency Costs	GBP 100,000	

Endorsements

Police Endorsement

In view of the Insured undertaking the responsibilities of a police force the following changes are made to the **Policy**

1) Employee Definition

The definition of **Employee** is extended to include

p) a Chief Constable

q) a Police Officer being any warranted member of the police force maintained in the area listed in Schedule 1 to the Police Act 1996 for which the Police and Crime Commissioner shown as the **Insured** is responsible or a warranted member of any other police force for which the **Insured** is responsible

r) a Special Constable or Police Cadet

2) Occurrence Definition

The definition of **Occurrence** is deleted and replaced as follows

17 Occurrence

means an act event or series of events resulting from one source or originating cause (including continuous or repeated injurious exposure to substantially the same general conditions)

provided that in respect of an act committed intentionally no indemnity shall be provided under this **Policy** unless any such intentional act can be demonstrated by the Insured to be

a) necessary to complete an operation arising out of the **Business** and
b) not malicious in origin or execution.

3) Property Damage in the care custody or control of the Insured

The following exemptions are added to Exclusion 3 of Section 2, Public and Products Liability of this **Policy**

g) property held by the **Insured** as part of an investigation for which they are legally responsible and which is not more specifically insured

h) property including buildings temporarily in the custody or control of the **Insured** to complete an operation arising out of the **Business**

4) Non-Police Activities

a) Persons Entitled to Indemnity
The following sub-clauses are deleted from Definition 21 – Persons Entitled to Indemnity

Sub-Clauses i),j),k) and m

b) Policy Extensions
The following **Policy** Extensions are deleted.

i) Section 2, Public and Products Liability – **Extension 10 Local Authority National Type Approval Confederation (LANTAC)**
ii) Section 3, Professional and Officials Indemnity – **Extension 5 Food Safety Act**
iii) Section 3, Professional and Officials Indemnity – **Extension 6 Public Health Act**

5) Riot Damages Act

The following is added to the list of Exclusions under Section 2: Public and Products Liability

20 arising directly or indirectly out of a payment or an entitlement to payment of compensation in respect of **Property Damage** occasioned by riot as provided under the terms of :

a) the Riot Damages Act 1886 in England and Wales

b) the Riotous Assemblies Act (Scotland) 1822 in Scotland and

c) the Criminal Damage (Compensation)(Northern Ireland) Order 1977 in Northern Ireland

provided that this Exclusion does not exclude liability that would otherwise have arisen in the absence of any such statutory entitlement to compensation

6) Persons Entitled to Indemnity

The following is added to Definition 21 – Persons Entitled to Indemnity

p) any member of the family of any of the **Insured's** dog handlers but only in connection with any incident involving such police dogs

q) any person involved in a Puppy or Dog training scheme operated by the **Insured** but only in connection with any incident involving such puppies or dogs

Section 1 Employers Liability and Section 2 Public and Products Liability Endorsement – Communicable Disease

It is hereby noted and agreed that with effect from 01 /04/ 2022 the following endorsement is added

Communicable Disease

Notwithstanding anything contained in this **Policy** to the contrary, where any incident, claim or notification of claim is in any way directly or indirectly caused by, resultant from or in connection with:

a) any **Communicable Disease**; or

b) any measures taken by any governmental, public, or other authority, or any other person for the prevention, suppression, mitigation, cleaning, or removal of any **Communicable Disease**; or

c) any fear or threat of any **Communicable Disease**

The following applies:

I. The **Self-Insured Retention** for Section 1 shall be 250,000 and shall apply per claimant or potential claimant

II. The **Self-Insured Retention** for Section 2 shall be 250,000 and shall apply per claimant or potential claimant

III. The **Self-Insured Retention** as in I. and II. above shall not rank towards the **Aggregate Self-Insured Retention**

IV. The amounts stated in the Schedule as the Limits of Indemnity for Section 1 and Section 2 respectively will be the maximum amount payable as damages compensation and claimant's costs by the **Insurer** in respect of this endorsement.

For the purposes of this endorsement, **Communicable Disease** means:

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any mutation or variation thereof, whether deemed living or not, and

b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

c) the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, or damage to human health, human welfare or property.

Asbestos Accidental Discovery (Claims Made Only)

Extension 2 To Section 2 Public and Products Liability is hereby deleted and replaced by the following

2. Asbestos Accidental Discovery

Exclusion 15 to Section 2 of the **Policy** shall not apply when the presence of asbestos or materials containing asbestos is discovered during the Period of Insurance in any premises owned or occupied by the **Insured** provided that any claim is:

(a) first made in writing against the **Insured** during the Period of Insurance; and

(b) notified to the **Insurer** as soon as reasonably practicable during the same Period of Insurance and, in any event, within thirty (30) days of expiry of the Period of Insurance.

And provided always that:

(i) upon discovery of the presence of asbestos or asbestos containing materials, all work stops as soon as practicable and removal of the asbestos is carried out (on terms which indemnify the **Insured** for liability arising from such work) by a specialist contractor authorised or licensed to perform such removal under the Asbestos Licensing Regulations in force at the time of discovery as soon as reasonably practicable after discovery;

(i) the **Insured** comply with the relevant regulations including the provisions of the Control of Asbestos Regulations 2012 (or any subsequent or amending legislation) where applicable;

(ii) in respect of an **Occurrence** any claims arising out of such **Occurrence** shall:

1. be deemed to have been made at the point in time when the first of the claims was made in writing against the **Insured**; and
2. only be the subject of indemnity if the claims are first made in writing against the **Insured** within sixty (60) months of the first claim and are for the accidental discovery of asbestos and/or asbestos containing materials happening prior to the expiry date of this **Policy**.

Provided that any **Periods of Insurance** subsequent to the date of claim being made shall exclude indemnity in respect of any claims arising out of such **Occurrence**.

(iii) the indemnity in this extension will not apply to legal liability or pay any amounts arising out of or in connection with:

1. any subsequent activities related or connected to dealing with the asbestos and/or asbestos containing materials once discovered;
2. any claims arising from the existence of or exposure to asbestos and/or asbestos containing materials where the **Insured** were aware of the circumstances or **Occurrence** which gave rise to the claim before the Period of Insurance;
3. any claims in respect of the diminution in the value of Property or loss of or potential loss of rental income or any other consequential losses (including business interruption) howsoever arising;
4. any claims in respect of fear of the consequences of exposure to asbestos or asbestos containing materials;
5. claims which arise out of circumstances notified under previous insurance policies or known to the **Insured** (including any director, partner or officer of the **Insured**) before or at inception of this **Policy**.

Cyber and Data Limited Exclusion Endorsement

1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy does not apply to any loss, damage, liability, claim, fines, penalties, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:

- 1.1 **Cyber Act** or **Cyber Incident** or
- 1.2 any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**; or
- 1.3 loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any **Data**, including any amount pertaining to the value of such **Data**;

regardless of any other cause or event contributing concurrently or in any other sequence thereto, unless subject to the provisions of paragraph 4

2 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

3 This endorsement supersedes any other wording in the Policy or any endorsement thereto having a bearing on a **Cyber Act**, **Cyber Incident** or **Data**, and, if in conflict with such wording, replaces it.

4 However this Exclusion shall not apply to:

- 4.1 Accidental Bodily Injury (other than mental injury or mental anguish which does not itself result from any other Bodily Injury)

- 4.2 direct loss of or damage to or destruction of material property (other than loss of use, reduction in functionality, repair, replacement, restoration, or reproduction of any **Data**, including any amount pertaining to the value of such **Data**)

- 4.3 the extent that indemnity is provided by Extension 3 (Data protection Act) applicable to Sections 1 and 2 other than indemnity arising out of any **Cyber Act**
- 4.4 in relation to 4.1 to 4.3 above, cover provided by Extensions Applicable to Sections 1 and 2, 1 (Compensation for Court Attendance), 5 (Judicial Review Costs) and 6 (Public Enquiry Costs)

Definitions

Computer System means any computer, hardware, software, communications 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.

Cyber Act means 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 thereof involving access to, processing of, use of or operation of any **Computer System**.

Cyber Incident means

- i) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
- ii) 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**.

Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

Data Protection Act (Limit of Liability)

Extension 3 To Section 1 Employers Liability and Section 2 Public and Products Liability is hereby deleted and replaced by the following

3. Data Protection

The indemnity provided by this Extension is on a "claims made" basis

Under this Extension the **Insurer** will indemnify the **Insured** in respect of their liability to pay

a) compensation in respect of damage or distress arising damage under:
   i. Section 13 of the Data Protection Act 1998; or,
   ii. Section 168 and/or 169 of the Data Protection Act 2018; or,
   iii. Article 82 of the General Data Protection Regulation (EU) 2016/679

   and any subsequent similar legislation (or other local equivalent) and defence costs and expenses incurred with the consent of the **Insurer**

b) all other costs and expenses in relation to any matter which are incurred with the Insurer's written consent relating to any claim against the Insured which is covered (or if it is upheld would be covered) under paragraph 3. a) above

Provided that

a) The maximum liability of the **Insurer** under this Extension shall not exceed the amount shown in the Schedule in respect of any one claim and in the aggregate during the **Period of Insurance** which amount shall be inclusive of all legal costs and expenses and shall be part of and not in addition to the limit of indemnity in the Schedule

b) this Extension of indemnity shall not apply
   i) in respect of Section 1, Employers' Liability to such damage or distress that is not suffered by an Employee
   ii) in respect of Section 2, Public and **Products** Liability to such damage or distress that is suffered by an Employee
   iii) to the extent that an indemnity is provided elsewhere in this **Policy**
   iv) in respect of Section 1, Employers' Liability to any mental anguish and/or nervous shock unless resulting in a recognised psychiatric or mental injury arising from the loss of, loss of use of, divulgence of, disappearance of, theft of, damage to, corruption of, inability to access, inability to manipulate or inability to prevent access to **Data** or any loss of or damage to **Data**

c) this Extension is subject to the **Insured** having registered in accordance with the terms of the enactments stated in 3.a), above any subsequent similar legislation (or other local equivalent)

d) any claim for compensation is first made against the **Insured** during the **Period of Insurance**

e) The **Insured** shall give to the **Insurer** notice in writing as soon as reasonably practicable during the **Period of Insurance** or within thirty (30) days of expiry of the **Period of Insurance**, of any circumstance which is likely to give rise to a claim of which the **Insured** becomes aware during the **Period of Insurance**. The **Insurer** agrees that any such circumstances which subsequently give rise to a claim after the expiry of the **Period of Insurance** shall be deemed to be a claim first made during the **Period of Insurance**. Provided that any **Periods of Insurance** subsequent to the date of claim being made or, if earlier, notification of circumstance as above shall exclude indemnity in respect of any claims arising out of such **Event**.

f) this Extension will not apply
   i) in respect of the payment of fines or penalties, or
   ii) in respect of the costs and expenses of rectifying, reinstating, replacing or erasing any Personal Data as defined in the enactments stated in 3.a), above any subsequent similar legislation (or other local equivalent); or
   iii) in respect of claims which arise out of circumstances notified to previous insurers or known to the Insured at inception of this Policy, or
   iv) where the Insured has indemnity for such liability under any other policy. Provided that to the extent that the indemnity in this extension is also provided by any Cyber Liability policy, this exclusion shall not apply however the indemnity provided by this extension shall apply only in excess of such Cyber Liability policy
   v) in respect of any action or suit brought in a court of law within the jurisdiction of the United States of America or where such action or suit is brought in a court of law outside those countries to enforce a judgement therein whether by way of reciprocal agreement or otherwise, or
   vi) in respect of liability caused by or arising from a deliberate act by or omission of any party entitled to insurance under this Policy if the result could have been expected having regard to the nature and circumstances of such

act or omission. Provided that this exclusion shall apply only to the party entitled to insurance under this Policy committing such deliberate act or omission, or

vii) in respect of liability caused by or arising from the recording, processing or provision of data for reward or the determining of the financial status of a person; or

viii) in respect of liability which attaches by virtue of a contract or agreement but which would not have attached in the absence of such contract or agreement or in respect of liquated damages.

ix) in respect of any fees or charges the Insured is required to pay by any data protection authority.

x) where the Insured has not paid any fees required to be paid by any data protection authority

Long term agreement – Expiry Date 31st March 2025

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 the **Underwriters** are under no obligation to accept the offer to renew made in accordance with the above mentioned undertaking;

the **Underwriters** 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 **Underwriters** in substitution for this **policy**.

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

The **Insured** has the option to extend the expiry date by a further two years period at its discretion.

Claims handling Agreement

In respect of the Claims Conditions – Procedures, any reference to the Insurer shall be deemed to include any party authorised to handle claims on the Insurer's behalf.

In-House Claims Handling Agreement

The Insurer has agreed to allow the Insured to handle claims that may be subject to an indemnity under this policy.

This In-House Claim Handling Agreement applies to the following only:

claims under Section 2 up to a Claims Handling Limit of £75,000 any one insured event

and is granted subject to the following provisions

i) the extent of this agreement is limited to
(a) setting raising or amending appropriate reserves without the consent of the Insurer to a maximum amount of no more than the Claims Handling Limit shown above in respect of all claims relating to any one occurrence or claim provided that
(1) no suit or legal proceedings have been filed against the Insured and/or the Insurer
(2) no policy liability question is involved
(b) appointing any professional services which have been approved in writing by the Insurer prior to appointment in relation to claims which fall within the scope of item (a) above
(c) handling and settling any claim falling within the scope of item (a) above without the consent of the Insurer to a maximum amount of no more the amounts shown above in respect of all claims relating to any one occurrence or claim .

ii) all claims falling outside the extent of the In-House Claim Handling Agreement detailed above must be reported in accordance with Policy conditions.

iii) in any event as soon as the Insured has become aware that one of the following injury types has occurred
(1) a fatality
(2) an amputation of a major limb or paralysis or loss of use resulting in a disability rating exceeding 50%
(3) any serious head or concussive brain injury (including skull fracture or loss of sight of either or both eyes)
(4) any injury to the spinal cord and/or damage to vertebrae
(5) any disability where it appears reasonably likely that there will be a disability of more than one year
(6) any second or third degree burn of 25% or more of the body
(7) occupational disease
(8) complex regional pain (e.g. Fibromyalgia)
(9) injuries to pregnant women
(10) extensive nerve damage
(11) claims alleging a continuous exposure causing bodily injury or property damage
(12) employee harassment or termination of employment where bullying in the workplace or stress is alleged.
(13) any injury where Provisional Damages are applied for by the claimant
(14) any injury where any party or the Court indicates that regular continuing payments (such as Periodical Payments as defined in the Courts Act 2003) is a suitable form of settlement.

iv) it is a condition of the Claim Handling Agreement that

(a) the Insured shall provide to the Insurer such information as the insurer requires about the claims it is handling by virtue of this In-House Claim Handling Agreement irrespective of status at a frequency to be agreed by the Insurer
Prior to the granting of the In-House Claim Handling Agreement the Insurer will provide the Insured with details in writing of such information it requires in relation to all claims handled by the Insured.

(b) the Insurer or its authorised representatives shall have access to all records and data on any media relating to any or all claims the Insured handling by virtue of this In House Claim Handling Agreement provided that the Insurer or its authorised representatives give no less than seven days' notice in writing of their intention to access such records and data

(c) the Insurer reserves the right to audit the in house handled files and any associated operational aspects as required by them.

v) this In-House Claim Handling Agreement is provided subject to the Insured maintaining

the following:
(a) A team of competent and experienced Claims Handlers with sufficient capacity to maintain an efficiency of workloads.
(b) Appropriate claims management systems which can achieve the quality of service required, including staffing numbers.
(c) Robust Claims Management systems which can record the claims management information in a manner acceptable to the Insurer.

At all times the Insurer retains the right to inspect and challenge any of the above aspects.

vi) under no circumstances does this In-House Claim Handling Agreement apply to sub-agents third party administrators brokers or others without the prior written approval of the Insurer.

vii) the Insurer reserves the right to withdraw this In-House Claim Handling Agreement by giving no less than seven days' notice in writing in the event that
(a) any of the provisions contained in this In-House Claim Handling Agreement are breached
(b) the amount paid in respect of all losses below the retention in respect of any one Period of Insurance exceeds 75% of any Aggregate Stop Loss shown in the Schedule

[redacted]

Signed for the Underwriters and on behalf of the Insurers

Date: 9th April 2024