



Management CIRCULAR No.

31

January 2009
Management Circular No. 31

Glasgow City Council
Education Services
Wheatley House
25 Cochrane Street
Merchant City
Glasgow
G1 1HL

To **Heads of all Educational Establishments**

Dear Colleague

Insurance for participants, teachers and other adults taking part in educational excursions and activities

1. Public Liability and Employers Liability Insurance

Glasgow City Council is covered by its Public Liability and Employers Liability policy against claims resulting from fault of Glasgow City Council or negligence on the part of one of its employees, full-time or part-time, accordingly all activities officially approved by school, outdoor centre, youth club, etc. are covered. Activities are officially approved when they are approved by the Head of Establishment or else by the person who has been delegated responsibility for the care of those involved.

Young people, whilst on work experience schemes and placed within any department of Glasgow City Council, will be deemed to be employees of Glasgow City Council and covered by the Public Liability and Employers Liability policy. The majority of young people will normally be placed in private businesses and therefore agreement must be obtained by the employer that the firm's Public and Employers Liability insurances will be extended to cover young people for the period of work experience. All insurance companies who are parties to the Accident Offices Association should provide automatic indemnity to firms employing young people on work experience schemes.

It is important, however, for schools to ensure that employing firms are prepared to accept young people on this basis and they should be requested to advise their insurers accordingly. The agreement of the employer should be obtained on a yearly basis by means of the "*Letter of understanding*" (Appendix 6) and a copy held at the school. **THE ACTIVITY MUST NOT PROCEED UNTIL THE SIGNED LETTER OF UNDERSTANDING HAS BEEN RECEIVED.**

2. Personal Accident Insurance

There are three separate sections of the policy covering personal accident insurance as follows:

- a) Cover in relation to all employees of Glasgow City Council;
- b) Cover in relation to non employees participating on an official trip organised by Glasgow City Council;
- c) Cover in relation to young people (maximum age 25) on authorised trips organised by Glasgow City Council.

The policy applies to activities approved by the Head of Establishment or the person delegated by the Head of Establishment to be responsible for the care of those involved. Participants are covered by the personal accident insurance policy only when they are under general supervision, although not necessarily accompanied at given times.

Details of the policy sections and their benefits are included in Appendices 1, 2 and 3.

3. **Exclusions**

Exclusions apply to the policy and these are clearly stated in Appendix 4. Where there is some doubt advice should be sought from the Insurance Officer, Financial Services, Glasgow City Council, phone 0141 287 7313.

4. **Claims**

Claims on the policy should be made through the appropriate Area Education Manager. Claim forms to be requested from Insurance Officer, Financial Services, Glasgow City Council, phone 0141 287 7314. All correspondence concerning claims should be accompanied by receipts for medical expenses where appropriate and any other related correspondence should be copied to the appropriate Area Education Manager.

The policy number is **10604239**. In the event that emergency medical assistance is required a 24 hour emergency aid service is operated by AIG Assistance:

Phone From UK: 020 8762 8326
Phone From Overseas: +44 20 8762 8326
Web-site: www.aigassist.co.uk

Details of the assistance provided are set out in Appendix 4 but it is important to note that no contact should be made with the organisation direct unless clearance has been given by a member of the Directorate who must be contacted in Glasgow. Leaders must ensure, therefore, that a 24 hour contact number is taken abroad as per Management Circular No. 48 and 78.

Yours sincerely

Margaret Doran
Executive Director of Children and Families

Group personal accident policy - applicable to staff only**Cover**

All staff members of Glasgow City Council are covered against accident by this policy while engaging in official activities outside or inside the educational establishment (home or abroad).

Personal Accident

Operative Time - Occupational only excluding commuting

		Maximum
Death and Capital Benefits	3 times salary*	£480,000
Permanent Total Disablement	3 times salary*	£480,000

Continental Scale of benefits as per terms more fully detailed in the policy.

* **Note** if by Assault 5 times salary up to a maximum of £800,000.

Travel

Operative Time - Whilst participating on an authorised trip on behalf of Glasgow City Council anywhere in the world.

Medical and emergency travel expenses	£2,000,000
Rescue expenses	Unlimited
Travel Assistance	Unlimited
Legal Expenses	£ 50,000
Personal Liability	£2,000,000
Personal Property	£ 4,000
Money	£ 2,500
Cancellation, Curtailment, Travel Disruption, Replacement and Travel Delay	£ 7,500

Please note that in respect of trips within the United Kingdom, cover on the travel section excludes the following benefits:

- Medical Expenses
- Rescue Expenses
- Travel Assistance
- Personal Liability
- Legal Expenses

Education excursion policy (excursions or visits)**Cover**

This policy applies to non employees and provides cover for bodily injury or death resulting solely and directly from accident caused by violent and visible means.

Personal Accident

Operative Time - Whilst participating on an authorised trip on behalf of Glasgow City Council anywhere in the world

Death and Capital Benefits	£	5,000
Permanent Total Disablement	£	5,000

Continental Scale of benefits as per terms more fully detailed in the policy.

Travel

Operative Time - Whilst participating on an authorised trip on behalf of Glasgow City Council anywhere in the world.

Medical and emergency travel expenses	£2,000,000
Rescue expenses	Unlimited
Travel Assistance	Unlimited
Legal Expenses	£ 50,000
Personal Liability	£2,000,000
Personal Property	£ 4,000
Money	£ 2,500
Cancellation, Curtailment, Travel Disruption, Replacement and Travel Delay	£ 7,500

Please note that in respect of trips within the United Kingdom, cover on the travel section excludes the following benefits:

- Medical Expenses
- Rescue Expenses
- Travel Assistance
- Personal Liability
- Legal Expenses

Educational Journey - Children and Young People**Cover**

This policy provides cover for benefits resulting from accident or illness while official educational parties are outside the United Kingdom and is effective from the time of assembly in the United Kingdom until dispersal on return. The policy applies to children and young people on authorised trips organised by Glasgow City Council.

Personal Accident

Operative Time - Whilst participating on an authorised trip on behalf of Glasgow City Council anywhere in the world

Maximum

Death	£	10,000
Permanent Total Disablement	£	10,000
Loss of Limb/Eye	£	10,000
Loss of Speech	£	10,000
Loss of hearing in both ears	£	10,000

Travel

Operative Time - Whilst participating on an authorised trip anywhere in the world.

Medical and emergency travel expenses	£2,000,000
Rescue expenses	Unlimited
Travel Assistance	Unlimited
Legal Expenses	£ 50,000
Personal Liability	£2,000,000
Personal Property	£ 200
Money	£ 25
Cancellation, Curtailment, Travel Disruption, Replacement and Travel Delay	£ 1,000

Please note that in respect of trips within the United Kingdom, cover on the travel section excludes the following benefits:

- Medical Expenses
- Rescue Expenses
- Travel Assistance
- Personal Liability
- Legal Expenses

Principal Exclusions

Bodily injury suffered after the expiry of the period of insurance during which an insured person attains the age of 75 years.

Limited War exclusion applies.

Active service in armed forces of any nation other than volunteer reserve duties or the like.

Suicide, attempted suicide or intentionally self-inflicted injury.

An Insured Person engaging in aviation (other than as a passenger) or flying in an aircraft owned by or leased to the insured.

An Insured Person suffering from sickness or illness not directly resulting from bodily injury.

Medical, Travel and Cancellation Expenses and Rescue

Expenses incurred where a Journey is undertaken against the advice of a qualified medical practitioner.

Expenses recoverable from another insurance policy or national insurance programme.

Any expenses incurred after 12 months from the time of the incurring of the first expense.

Pregnancy within two months of expected date of birth if the injury or illness has resulted from the pregnancy.

Personal Property and Money

Moth, vermin, wear and tear, gradual deterioration, climatic conditions, mechanical or electrical failure, cleaning, restoring, repairing, alteration.

Loss not reported to police or transport carrier within 24 hours of discovery.

Any loss of cash in excess of £1,000.

Excesses

Cancellation of Flight/Medical Expenses £25

Loss of Property £10 or first 25% of any amount in excess of £1,500

AIG**Emergency Medical Assistance and Travel Advice**

As an Insured Person covered by AIG Europe's Group Personal Accident and Business Travel Insurance you are entitled to a range of worldwide medical and assistance services provided by American International Assistance Service, subject to the exclusions listed in your policy and listed on this leaflet.

These services are available 24 hours a day simply by calling one emergency number in the United Kingdom:

Phone 020 8762 8326 or from overseas phone +44 20 8762 8326.

Emergency Medical Assistance**Experienced Assistance Managers**

Our emergency telephones are manned 24 hours a day by experienced multi-lingual assistance managers who are familiar with the procedures of hospitals and clinics around the world.

Medical Staff

A highly qualified team of medical consultants and nursing staff is available at all times to ensure that the most appropriate medical treatment is provided.

Air Ambulance

Depending on the medical emergency, repatriation by air-ambulance or scheduled airline will be arranged, if necessary with a fully equipped medical team in attendance. On arrival, suitable transport will be arranged to take you home or to hospital.

Direct Billing

Where appropriate we will arrange direct payment of hospitals and clinics, so you will not have to use your personal cash or credit cards.

Travel Advice and Assistance

In addition to emergency medical assistance, you are also entitled to a range of assistance services to ease any problems that may occur.

Pre-travel Advice

Valuable assistance when planning your journey, including currency and banking regulations, health and visa requirements and reciprocal medical agreements.

Medical Referral

We will locate and recommend a local hospital, clinic or dentist for minor treatment.

Legal Referral

We will refer you to an Embassy, Consulate or other source if legal advice is required, and find an English-speaking lawyer for you.

Emergency Medical Supplies

We will help locate and arrange delivery of drugs, blood or medical equipment if it is unavailable locally.

Emergency Messages

We will pass on messages to your family and business in an emergency.

Emergency Travel

We will liaise with your General Practitioner, hospital or relatives and make arrangements for relatives to visit you if you are hospitalised or ill abroad, subject to the policy and recommendation of our medical officers.

Lost Tickets, Passports or Baggage

We will help to replace lost or stolen tickets, passports or travel documents, and help in locating lost baggage. If required, we can help you obtain replacement contact lenses and glasses.

Port/Airport Assistance

We will liaise with carriers and advise them if you have been delayed on the way to a departure point. If necessary we will then make onward travel arrangements.

Exclusions

AIG Europe will not be liable for any claim:

- Where you are travelling against the advice of a Medical Practitioner;
- Where the purpose of the Insured Trip is to receive medical treatment or advice;
- Within two months of the expected date of birth if you are pregnant and injury or illness has resulted from your pregnancy;
- As a result of your giving birth;
- As a result of drug or alcohol abuse;
- As a result of suicide, attempted suicide or self-inflicted injury;
- As a result of war or civil war (whether declared or not) while you are in the UK or your permanent country of residence.

The Travel card gives your personal membership number and the international assistance telephone number.

Please keep the card with you at all times when you travel abroad.

When contacting us, please provide the following:

- Your name;
- Your location;
- Your conditions, symptoms or query;
- Your Card Number or quote Policy No. **10604239**;
- A telephone, fax or telex number where you can be reached.

AIG UK Limited

General Agent for New Hampshire Insurance Company
(Incorporated in the USA in 1869, with limited liability)

The AIG Building
58 Fenchurch Street
LONDON
EC3M 4AB

Phone 020 7954 7000
Fax 020 7954 7001
Web-site www.aig.co.uk
E-mail enquiries.scotland&ni@aig.com

A member company of American International Group, Inc.

Letter of Understanding

The following pages contain the “*Letter of understanding*” from the Executive Director of Children and Families and the “*Signed Letter of Understanding Form*”.



Executive Director of
Children and Families
Margaret Doran

Name of Educational Establishment
Address of Educational Establishment
Continuation Line
Glasgow G0 0AA
Phone 0141 000 0000
Fax 0141 000 0000
Email headteacher@establishment.glasgow.sch.uk
Web www.establishment.glasgow.sch.uk

Head of Establishment
Name of Head of Establishment

Name of Addressee

Name of Establishment/Company

Address

Continuation Line

GLASGOW

G0 0AA

Our ref:
15th January 2009

Your ref:

Dear

LETTER OF UNDERSTANDING FOR WORK EXPERIENCE

To ensure that the implications of the work experience scheme and arrangements between the firm or organisation providing work experience and Education Services are fully understood, I would like to set out the following essential points:

1. To comply with the Management of Health and Safety at Work 1999 regulations, firms or organisations providing work experience are required to assess the risks associated with the activities carried out by the young person.
2. **The firm or organisation providing work experience will ensure that the firm's or organisation's Public and Employers' Liability Insurances will provide cover for young people for the period(s) of work experience. Could you please detail the name of the insurance company, the policy number and date of expiry on the attached document? Alternatively a copy of the insurance certificate could be attached.** Firms or organisations providing work experience must be prepared to accept young people on this basis and should advise their insurers accordingly. This must take place prior to young people taking part in work experience placements.
3. Young people will be carrying out meaningful work during their period of work experience. The work will be carried out by a responsible person and young people will be given appropriate instruction before and supervision whilst, participating in any activity. Under no circumstances should young people operate prescribed and/or any proscribed machinery as defined by statute. The firm or organisation providing work experience will therefore ensure that young people 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 or organisation will supply any special or protective clothing required by the young person whilst performing the task.
4. The organisation will ensure that all personnel **directly involved** in working with the young people concerned are aware of the responsibilities associated with regard to their duty of care towards the young people, to include Disclosure enquiries where necessary. Suitable training and experience in dealing with young people and instruction in the procedures to be followed with regard to any untoward incident or accident should be provided.
5. The firm or organisation will, at some time, be visited by a member of the Council's Health and Safety group to ensure that standards of health, safety and welfare are adequate. **You will be asked to provide a copy of an up to date Employer's Liability Insurance Certificate.**
6. Young people will not be allowed to work outside the hours stipulated in the job description. In addition, the young person will not receive any payment for the work, but if the firm or organisation can, where possible, provide a midday meal this would be appreciated.

7. Young people will be required to sign an agreement, copies of which will be available for inspection on request, stating that he or she will:
 - a) not disclose any information confidential to the firm or organisation without the firm's or organisation's approval.
 - b) obey all safety, security and other instructions given by the firm or organisation providing work experience.

8. In the case of an accident, sickness or absence, the firm or organisation providing work experience will notify by phone, and without delay, the Head of Establishment of the young person's school, and the young person's home if a phone number is given. Young people will be allowed to use whatever facilities the firm or organisation provides in these circumstances.

I would be grateful if you would confirm that this letter of understanding is acceptable to you by completing and signing the enclosed form and returning it to the address given at the bottom of that page.

Yours sincerely

Margaret Doran
Executive Director of Children and Families



Letter of Understanding

PLEASE USE BLACK INK AND BLOCK LETTERS

1 CONFIRMATION

I confirm that I have read the attached letter of understanding between Glasgow City Council and this firm/organisation, that all points are acceptable to me and that I have taken any appropriate action.

I acknowledge that this company's Public and Employers' Liability Insurance will cover a young person for the period of Work Experience.

Name of Insurance Company

Insurance Policy No.

Date of Expiry

Name of Organisation

Signed

Position

Date

2

Please provide the name and address of the premises where the work experience will be provided

Name of premises

Address of premises

When completed this form should be returned to:

Work Experience Unit
Education Services
Glasgow City Council
 199 Nithsdale Road
 GLASGOW
 G41 5EX
 Phone 0141 422 2303
 Fax 0141 422 2919