

**Schedule attaching to and forming part of Liability Policy Number RTT208343  
replacing all previously issued Schedules**

**SCHEDULE NUMBER :** Seven

**REASON FOR ISSUE :** Renewal 2019

**INSURED :** Government of Jersey and Jersey Post International Limited and Subsidiary Companies J T Group Limited and Subsidiary Companies and Jersey Competition Regulatory Authority and Bureau de Jersey Limited and The States of Jersey Development Company Limited and Jersey Gambling Commission and Andium Homes Limited and Ports of Jersey Limited and Jersey Field Squadron

**BUSINESS :** All activities of the Government of Jersey as a public authority excluding the Airport Authority and Harbours Department except

i) in respect of the Airport Authority:

Section 1 Employers Liability is operative but only in respect of Employees who are not pilots of aircraft or other members of aircrews

Section 2 Officials Indemnity is operative

Section 3 Abuse Write-Back Insurance is operative

ii) In respect of the Harbours Department

Section 1 Employers Liability is operative

Section 2 Officials Indemnity is operative

Section 3 Abuse Write-Back Insurance is operative

**POLICY NUMBER :** RTT208343 (RTT272573)

**INSURER :** Insurance Corporation of the Channel Islands Limited

**PERIOD OF INSURANCE :** 01 October 2019 to 30 September 2020

**RENEWAL DATE :** 01 October 2020

**PREMIUM :** Separately agreed in writing

**SECTIONS INSURED (OPERATIVE):**

Section 1 Employers' Liability Public and Products Liability and Legal Defence Costs (Specified Criminal Prosecutions)

Section 2 Officials Indemnity

Section 3 Abuse Write-Back Insurance

**SECTIONS NOT INSURED**

Section 4 Legionellosis Liability Insurance is NOT operative

**DEDUCTIBLES :**In respect of Section 1

£200,000 each and every claim in respect of damage to third party property and £100,000 each and every claim in respect of Injury caused to any person but limited to £3,000,000 in the annual aggregate (being the aggregate total of all sums borne by the Insured as Deductibles in the terms of policy numbers RTT208341 RTT208342 RTT208343 SOJ/HAR/2004 and SOJ/JFM/2017)

In respect of Section 2

£250,000 each and every claim but limited to £250,000 in the annual aggregate in respect of all claims paid under Section 2

In respect of Section 3

£100,000 each and every loss per claimant but limited to £3,000,000 in the annual aggregate (being the aggregate total of all sums borne by the Insured as Deductibles in the terms of policy numbers RTT208341 RTT208342 RTT208343 SOJ/HAR/2004 and SOJ/JFM/2017)

All Deductibles are applicable after first deducting the Non-Ranking Excesses

**NON-RANKING EXCESSES :**

Section 1	£500 each and every claim in respect of damage to third party property and/or injury to any person
Section 2	£10,000 each and every claim
Section 3	£500 each and every claim

**LIMITS OF LIABILITY:**

<b>Section 1:</b>	<b><i>Limit of Liability</i></b>
<b>Employers' Liability</b>	
Any One Event arising directly or indirectly out of Terrorism	£5,000,000
Any One Event not arising directly or indirectly out of Terrorism	£10,000,000
<b>Public and Products Liability</b>	
A) i) Any one Event except Events described in B) and C) below and excluding Events involving Terrorism	£10,000,000
ii) Any one Event involving Terrorism except Events described in B)	£5,000,000
B) i) All Events occurring during any Period of Insurance in respect of products supplied excluding Events involving Terrorism	£10,000,000
ii) All Events occurring during any Period of Insurance in respect of products supplied involving Terrorism	£5,000,000
C) i) All incidents considered to have occurred during any Period of Insurance in respect of pollution or contamination of buildings or other structures or of water or land or of the atmosphere excluding incidents involving Terrorism	£10,000,000
ii) All incidents considered to have occurred during any Period of Insurance in respect of pollution or contamination of buildings or other structures or of water or land or of the atmosphere involving	

Terrorism	£5,000,000
<b>Legal Defence Costs</b>	
All costs and expenses arising out of all claims during any Period of Insurance	£250,000

<b>Section 2:</b>	
<b>Officials Indemnity</b> The total amount payable in respect of all Losses costs and expenses during any Period of Insurance	£10,000,000
<b>Section 3:</b>	
<b>Abuse Write-Back Insurance</b> The total amount payable in respect of all Losses costs and expenses during any Period of Insurance  Retroactive Date	£10,000,000  01 January 2005
<b>Section 4:</b>	
<b>Legionellosis Liability Insurance</b> All damages costs and expenses arising out of all Events during any Period of Insurance  Retroactive Date	Not insured

**VARIATIONS IN COVER:**

**Abuse Exclusion Applicable to the cover provided under Public and Products Liability Insurance**

In respect of the cover provided under the Public and Products Liability Insurance the following exclusion applies:

The Insurer shall not be liable in respect of legal liability arising from Abuse

Abuse means

- a) acts of hurting or injuring mentally or physically by maltreatment or ill-use
- b) acts of forcing sexual activity rape or molestation
- c) repeated or continuing contemptuous coarse or insulting words or behaviours

**Exposure to Electro-Magnetic Fields (EMF) Indemnity Limit**

In respect of cover provided under the Public and Products Liability Insurance the following limitation applies:

With effect from 1st January 2005 until 31 December 2011 liability for claims made in relation to exposure to electro-magnetic fields is limited to £2,000,000

With effect from 1st January 2012 liability for claims made in relation to exposure to electro-magnetic fields is limited to £5,000,000

## **ENDORSEMENTS:**

### **Rate Stabilisation Agreement**

With effect from 1 October 2019 a Rate Stabilisation Agreement is applicable to this Policy and the wording has been separately agreed in writing between the Insured and the Insurer

### **Highlands College Hairdressing and Beauty Salon Courses**

The insurance provided by Section 1 of this Policy extends to include liability arising from treatment provided in a professional capacity by those undertaking hairdressing and/or beauty treatment training courses arranged by Highlands College

For the purposes of this endorsement Exclusion 6 to the Public and Products Liability Insurance is deleted

Provided that the Insurer's liability under this endorsement shall not exceed £2,000,000 in the aggregate in any one Period of Insurance

### **Tenure in Trust or Custody and Control**

The Public and Products Liability Insurance described in Section 1 of this Policy extends to include liability arising for loss of or damage to material property held in the custody or control of the Insured provided that

- i) the liability of the Insurer shall not exceed £50,000 any one claim
- ii) this insurance shall not apply in respect of loss of or damage to any article package parcel letter or other item whilst in the custody or control of the Insured as part of the Insured's postal post office or courier operations

### **St Helier Harbour Authority and La Collette Reclamation Sites**

The insurance provided by Section 1 of this Policy shall not apply to liability arising out of the activities of St Helier Harbour Authority or from the La Collette reclamation sites prior to 25 April 1990

### **Jersey Heritage Trust**

The Insured extends to include the Jersey Heritage Trust in respect of the management of Elizabeth Castle and Mont Orgeuil Castle

### **Hirers of Facilities at Fort Regent**

At the request of the Insured the Public and Products Liability Insurance described by Section 1 of this Policy extends to indemnify any hirer of the entertainment sporting exhibition conference and leisure facilities operated by the Insured at Fort Regent against legal liability to third parties (but not to the hirer's Employees nor in respect of any product supplied nor advice design or specification given) against legal liability in respect of which the Insured would have been liable if the claim had been made against the Insured subject to

- i) a limit of liability any one event of £1,000,000 but
- ii) limited to £1,000,000 in total in the aggregate in respect of any incident involving pollution or contamination

### **Section 1 – Indemnity to Other Persons Provision under the Public and Products Liability Insurance**

The definition of a Person Entitled to Indemnity in respect of the Public and Products Liability Insurance described by Section 1 of this Policy is extended to include

d private landowners but only in respect of claims arising from the use of public rights of way in Jersey to the extent required by any applicable agreement made with the Government of Jersey

### **Ports of Jersey Limited**

The airport and harbour are part of the Ports of Jersey Limited and for the purpose of this insurance referred to as the Airport Authority and the Harbours Department

**Public and Products Liability insurance Exclusion is amended to read as follows:**

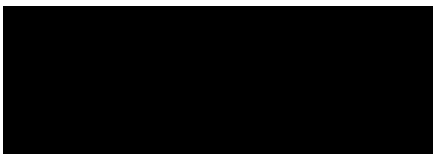
The indemnity will not apply to legal liability

b aircraft or other aerial device (not including drones owned by the Government of Jersey and used in accordance with activities declared to and agreed by Insurers)

**Policy wording – Applicable Cover**

Cover under the current policy is extended to 31 January 2020 with the benefit of the agreed enhancements of cover as noted in the tender response document dated 4 September 2019 excluding any non-agreed covers ICCI/RSA would not give under any circumstances

Signed:

A large black rectangular redaction box covering the signature of the Managing Director.

Managing Director

For and on behalf of the Insurers  
Date: 29 October 2019

Article 25