

INSURANCE INFORMATION

Essential Insurance for all ASE Members

The ASE has special arrangements with Aviva so that you, the member, have the protection of insurance cover up to £10,000,000 in case of awards against you arising from your legal public liability in respect of claims for death, injury, illness or loss of, or damage to, property of students and others resulting from events occurring whilst carrying out your professional duties, including extramural activities.

The insurance will protect you in your professional capacity anywhere in the world should you have to defend allegations of negligence causing death, injury, illness or damage to property.

The policy operates on a worldwide basis and indemnifies all individual members normally resident in the UK. Cover extends to include visiting members whilst temporarily living in the UK.

Health & Safety at Work Act 1974

Additionally, cover provides for a member's representation, legal costs and other expenses arising from criminal prosecution if awarded against the member. Fines and Penalties are not included.

Personal Property

(Not applicable to Student Members)

The insurance extends to cover the personal property of members against loss or damage, including damage to clothing from acid burns and chemicals, provided protective clothing is worn.

Maximum claim for any one incident after deduction of excess

Personal Possessions £250

Money £ 50

Excess on any one claim £ 50

A summary of the terms and conditions of these covers is shown overleaf.

A full copy of the policy terms and conditions is available on request from ASE Headquarters - note especially the section "How to Claim".

ASE Headquarters, College Lane, Hatfield AL10 9AA.

Tel: 01707 283000 Fax: 01707 266532 Email: info@ase.org.uk

DETAILS OF COVER

MEMBERS' PERSONAL PROPERTY

(not applicable to student members)

Personal property belonging to members of the ASE is automatically insured under a policy taken out by the Association against loss or damage occurring anywhere in the United Kingdom, including transit, whilst carrying out your professional duties including extramural activities.

The policy will also cover damage to clothing by acid burns or chemicals, provided the member is wearing suitable protective clothing. Damage to the protective clothing is excluded.

Special Conditions

- 1. The first £50 of any loss or damage is excluded from the cover provided.
- 2. There is a special stipulation in respect of cash left on the premises out of normal hours of tuition. Claims in this category cannot be admitted unless the cash is secured in a locked receptacle. For this purpose, a locked receptacle is a safe, locked drawer, cupboard or desk. The lunch break is regarded as out of hours and cash must be in a locked receptacle for this period.
- 3. Theft from unattended vehicles is excluded unless the vehicle is garaged and in a securely locked building of substantial construction or there is visible sign of forcible & violent entry into the vehicle.
- 4. The policy does not cover property or cash insured by the school, college or Local Authority.
- 5. The cover does not apply to medals, coins (collectors' pieces), unset precious stones, curiosities, sculptures, manuscripts, rare books, plans, patterns, models, moulds, designs, deeds, bonds, bills of exchange, promissory notes, securities for money, stamps, business books or documents.

How to Claim

Members having to claim under this benefit should notify ASE Headquarters immediately the loss or damage is discovered. A form will then be issued on which full particulars of the claim can be submitted.

MEMBERS' LIABILITY

The Association has also arranged to protect members against their liability at law for:

I. The death of or injury to or illness of any person

or

2. Loss of or damage to Third Party property

happening or caused during the performance by the member of their professional duties as a result of their negligence.

NOTE:

For this cover to operate either 1 or 2 above must have occurred. Claims alleging professional negligence not involving the either I or 2 above would be considered under Professional Indemnity Insurance for which separate insurance cover is available.

Special Conditions

There are certain exceptions to which the protection will not apply. (*This list is not exhaustive. Please refer to the policy for a full list of all policy exclusions*):

- 1. Liability assumed by the members by agreement.
- 2. Liability in respect of the death of or injury to or illness of any person arising out of and in the course of the employment of such person by the member.
- 3. Liability in respect of loss or damage to property belonging to the member or in their custody or control.
- 4. Liability in respect of death, injury, illness, loss or damage by or in connection with or arising from the ownership or possession or use by or on behalf of the member of any mechanically propelled vehicle or any vessel or craft.
- 5. Liability of whatsoever nature directly caused by or contributed to or by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- 6. Pollution and contamination, unless sudden, identifiable, unintended and unexpected.
- 7. Exposure to and inhalation of (including the fear of the consequences of exposure to or inhalation of) asbestos.
- 8. Professional Indemnity.

The limit of indemnity is £10,000,000 in respect of any one occurrence and is for members resident in the United Kingdom and visiting members temporarily residing in the United Kingdom.

How to Claim

Members should give immediate notification by telephone followed by a short written report to ASE Headquarters of any occurrence in which they are involved and for which it is possible, however remotely, they may be held to blame. Failure to do so may result in Insurers refusing to deal with the claim.