

Service	Insurance, Insurance Claims and Risk Management for Local Authority Maintained Schools (LAMS) including community schools, nursery schools, community special schools, voluntary aided schools, pupil referral units in the Risk Protection Arrangement (RPA)
Effective Dates	This is an annual rolling contract with an initial fixed period of 2 years; please refer to the Commencement Date and Notice Period section for effective dates.
NYES Global Terms and Conditions	This Agreement is a Service Level Agreement in accordance with the Agreement for the Provision of Traded Services purchased via SLA Online (the "Global SLA") and is subject to the terms of the Global SLA including any definitions
Service Description	
<p>The Insurance and Risk Management Service (IRM) will provide professional support to the School (name of School) with either individual or both of the following:</p> <p>Insurance and Insurance Claims To provide advice and assistance in relation to the cover with the RPA and/or insurers. To arrange cost effective insurance where requested and possible. To record, handle and co-ordinate insurance claims that arise because of incidents and losses. In addition, create and provide reports on claims as and when agreed.</p> <p>Risk Management To support the development and maintenance of a risk management policy, strategy and/or strategic risk register.</p>	
Service Standards	
<p>Service 1 - Insurance and Insurance Claims Management</p> <p><i>The Insurance and Risk Management Service (IRM) agrees to do the following in relation to Insurance Management:</i></p> <ul style="list-style-type: none"> • Provide guidance and advice to the school on the scope and implications of the RPA and/or insurance policy covers. • On behalf of the school, liaise with the RPA, insurers and brokers (where applicable) on all aspects of cover and answer any queries regarding policy cover relating to the school's activities. • Arrange any insurances not offered by the RPA, one off or short term insurance covers as requested by the school/ where possible, providing the school provides sufficient notice. • Provide advice and guidance to the school on changes to the insurance market where applicable. <p><i>The School agrees to do the following:</i></p> <ul style="list-style-type: none"> • Provide all information needed to provide guidance and advice, and to arrange appropriate insurance cover in a timely manner with sufficient notice. Will pay all insurance related invoices within the terms set out by the RPA or insurer and shall pay those invoices direct to the insurer, where applicable. Where NYCC has paid the premium or where there are self-insurance arrangements agreed with NYCC, the school will pay this invoice or provide the required cost code to be charged. • Notify IRM of any changes in the risk profile of the school in a timely manner with sufficient notice. • Allow IRM to negotiate with insurance brokers and insurance companies on behalf of the school to achieve best value for money where applicable in respect of ad-hoc insurances. • Give sufficient notice of any short term insurance requirements. 	

The Insurance and Risk Management Service (IRM) agrees to do the following in relation to Insurance Claims Management:

- Provide advice on and process all insurance claims arising from the activities of the school.
- Maintain accurate records of all claims made against the RPA cover and any separately arranged Insurance policies on their database and where applicable, forward the claim to the RPA, insurers or claim handlers, within an agreed time period.
- Endeavour to ensure that all claims are dealt with in a timely manner and that all civil liability claims are dealt with in accordance with the Civil Procedure Rules.
- Act on behalf of the school in discussions with claimants, RPA, insurers, claims handlers, loss adjusters, solicitors, loss adjusters and legal representatives.
- Notify the school of settled claims on an agreed basis.
- Provide a summary of outstanding claims and update of claims on an agreed basis.
- Where necessary and appropriate, meet with the school to discuss claims issues, loss experience and the progression of large value claims as required or agreed at the time of this agreement.
- Where necessary, advise the school on claims issues, trends and developments relating to claims handling issues.

The School agrees to do the following:

- Allow IRM to conduct all claims on behalf of the school in accordance with procedures agreed with the RPA, insurers, claims handlers, loss adjusters and solicitors.
- The School will pass all new claims under the insurance arrangements to IRM unanswered as soon as possible after receipt, in accordance with the Civil Procedure Rules timetable where necessary and applicable. Liability claims should be passed to IRM as soon as possible but within 2 working days, motor claims within 2 working days where a third party is involved, and all other claims within 5 working days.
- Forward immediately upon receipt all correspondence from third party claimants or their legal representatives unanswered to IRM, in accordance with the Civil Procedure Rules timetable where necessary.
- Where additional information is required on claims issues, the school will supply such information to IRM within 10 working days of receipt of such request or in accordance with the Civil Procedure Rules timetable where necessary.
- The school will co-operate with insurers, claims handlers, solicitors, loss adjusters and IRM in the conduct of all claims and assist the claims handlers by co-operating with any investigations undertaken by their specialist claim investigators.
- The school will sign all legal documents relating to claims matters, such as (but not limited to) defences, disclosure documents and admissions of liability in a timely fashion. Witnesses will attend court to defend claims where necessary.

Service 2 – Risk Management

The Insurance and Risk Management Service (IRM) agrees to do some or all of the following:

- IRM will develop and maintain a risk management policy following discussion and agreement with the school.
- IRM will develop and maintain a strategic level risk register on a 6 monthly basis with the school.
- By request and if required, IRM will develop and maintain second tier risk registers with the school.
- IRM will create and provide reports on risks following updates and as and when agreed.

The School agrees to do the following:

- Discuss and provide information to assist and enable the development and maintenance of a risk management policy for the school.
- The school will work with IRM to develop and maintain a strategic risk register.
- The school will provide appropriate contacts and timely assistance to IRM on updates for the risk register(s).

Key Contacts

Insurance and Risk Management Service

Job Title	Name	Telephone	E-mail
Head of Insurance and Risk Management	Fiona Sowerby	01609 532400	Fiona.sowerby@northyorks.gov.uk
Insurance and Risk Officer	Louise Gigante	01609 532466	Louise.gigante@northyorks.gov.uk
Senior Insurance and Risk Technician	Frank Herring	01609 532721	Frank.herring@northyorks.gov.uk
Risk Management Officer	Chris Clark	01609 534508	Chris.clark@northyorks.gov.uk

General Details

Email: insurance@northyorks.gov.uk

Business Hours: 08:30-17:00 Monday to Thursday

08:30-16:30 Friday

School to be completed by the school

Job Title	Name	Telephone	E-mail

North Yorkshire Education Services:

Address County Hall, Racecourse Lane, Northallerton, North Yorkshire, DL7 8AL

Business Hours 08:30-17:00 Monday to Thursday

08:30-16:30 Friday

Website <https://www.nyeducationsservices.co.uk/>

Contact Details Telephone: 01609 533 222

Email: nyes@northyorks.gov.uk

Commencement Date and Notice Period

The minimum period of service provision is to be 24 months from 01 April 2021 until 31 March 2023, with the option to extend for further rolling periods of 12months. Notice to end is to be given a minimum of six months prior to the end of the initial or subsequent extended term.

Initial Term	01 April 2021 to 31 March 2023
Notice to end	No later than 30 September each year starting from 2023 for part and/or all of this Agreement.

Charges

Annual charges to provide the services as outlined are as follows:

Insurance and Insurance Claims Management:

- Nursery/Primary schools £200
- Pupil Referral Units £300
- Special Schools £400
- Secondary schools £400

Risk Management: Charge provided on request as this depends on service required.

There will be a cap on maximum hours used by discussion and agreement.

Charges will be quoted and recorded on SLA on-line on request

Additional Charges:

All other tasks not covered by this agreement will incur additional charges that will be agreed with the school before work commences.

Invoicing Arrangements

Charges will be made in full at the beginning of the contract period unless a specific agreement is in place with the Client Relationship Manager to pay by monthly (known as periodical payments). Periodical payments can only be agreed for Services which commence at the beginning of the financial year. LAMS will receive 12 monthly invoices. Please note: Paying by periodical payment does not change the contract period. Additional insurance will be charged to the School's cost code that is provided.

Commendations or Concerns

If you have a commendation or concern please contact Fiona Sowerby, Head of Insurance and Risk Management. Any concerns will be investigated quickly and sensitively and in full liaison with the school, and any commendations received shared with the relevant person and team.

Any concerns will be addressed by the Head of Insurance and Risk Management and it is expected that appropriate agreement can be reached with the school. However, in the unusual event of this not being achieved, the matter will be referred to Michael Leah, Assistant Director Strategic Resources Tel: 01609 532355 and/or email: Michael.Leah@northyorks.gov.uk who will liaise between the school and the Head of Insurance and Risk Management.

Termination Provisions

Where the Services are not provided in accordance with this Agreement, the school may, by written notice, request that NYCC should remedy the failure.

In the event that the school is of the reasonable opinion that there has been a failure to perform a Service and such failure constitutes a material breach of NYCC's obligations under this Agreement, then the school may, without prejudice to any other rights or remedies it may have under this Agreement, require NYCC to submit a performance improvement plan detailing why the material breach has occurred and how it will be remedied.

Either Party may voluntarily terminate this Agreement or any individual Service by giving the other Party the relevant amount of written notice, as set out in the Commencement Date and Notice Periods section, at any time after the Initial Term.

Data Processing

Please refer to **Appendix A** in the Data Protection Schedule of the NYES Global Terms and Conditions.