Chapter 18

Insurance

Issued November 2008

Also available on-line at:
http://www.admin.cam.ac.uk/offices/finance/procedures
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1. **Insurance within the University**

1.1 **Purpose of this chapter**

The aim of this guidance is to give members of the University of Cambridge a brief overview of the University’s insurance programme followed by a more in depth look at the extent of cover and procedures. The guidance will include:

- An overview of the Insurance Programme;
- Replacement of the University Insurance Notice;
- Role and contact details of the Insurance section;
- Insurers' requirements regarding risk management;
- Detailed information about the Insurance Programme;
- A checklist for Administrators;
- Guidance on making a claim.

If you have a query that is not covered by this guidance The University Insurance Team will be happy to help you. The contact details are:

Ross Elliott
telephone number 32216  
Email: re281@cam.ac.uk

Victoria Hollamby
telephone number 65002  
Email: vph20@cam.ac.uk

1.2 **A brief introduction to the University Insurance Programme**

Insurance is often thought of as protection against all risks however, insurance is only a means of transferring the quantifiable costs of risk.

For example insurers cannot restore the inherent genius of either a piece of research which has been destroyed by fire, or an incinerated work of art. However insurers can provide funds to pay for the research work to be redone and replace the lost painting with a similar masterpiece.

There are two basic categories of insurance.

<table>
<thead>
<tr>
<th>RISK INSURANCE</th>
<th>LIABILITY INSURANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>The focus is on the organisation – what could the University lose?</strong></td>
<td><strong>The focus is third party – what could another person or organisation lose because of the University?</strong></td>
</tr>
<tr>
<td>EXAMPLES WOULD BE:</td>
<td>EXAMPLES WOULD BE:</td>
</tr>
<tr>
<td>Buildings</td>
<td>Damage to property</td>
</tr>
<tr>
<td>Equipment</td>
<td>Damage to health</td>
</tr>
<tr>
<td>Business interruption</td>
<td>Loss of Good Name</td>
</tr>
<tr>
<td>Vehicles</td>
<td>Damage to career due to poor teaching</td>
</tr>
</tbody>
</table>
The Insurance Programme incorporates both types of cover and enables the Insurance Section to confirm certainty of insurance for University assets and activities without having to list the individual policies involved.

- The University Insurance Programme includes over fourteen insurance policies. The main insurer is currently Royal & Sun Alliance, a large general UK insurer. Whilst some risks are placed with specialist insurers.

- The Insurance Programme is constantly reviewed to ensure it is appropriate to meet the changing needs of the University and every few years (maximum four years) an OJEU tender exercise takes place to ensure good value for money. The University uses an external insurance consultant to negotiate terms.

- Every year the insurance polices are renewed, a process which requires a declaration to insurers of the University’s property and activities. The Insurance Section collects data between March and June after which terms are negotiated with insurers and renewal takes place on 1st August.

- Some insurance, for example insurance for fine art and insurance for clinical research projects, must be specifically arranged with the Insurance Section. The guidance in this chapter makes it clear when and how applications for cover should be made.

### 1.3 Insurers requirement for good risk management

It is a requirement of all insurance policies that good risk management is practiced. In the event of a claim on the policy, the claims investigators may take a view that risk management was so poor that cover no longer applies, in which case the claim would be regarded as unacceptable. Therefore, every risk should be managed appropriately and in line with University risk management policies. University risk management policies include, but are not restricted to, security and fire safety precautions for buildings and equipment, and teaching and research procedures.

When asked to confirm cover for specific activities, the Insurance Section will request evidence that good risk management is in place. Such evidence would be confirmation of good risk management from Departmental and Unified Administrative Service (UAS) risk managers. The University’s risk managers include, but are not restricted to, health and safety, HR, legal, academic, security and fire safety advisers. These managers may be departmental and or experts from the UAS or both. It is a departmental responsibility to ensure that the activities of the department are risk managed.

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1 Official Journal of the EU, where the tender advertisement is placed.
## 1.4 Checklist for administrators

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Ref</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Risk Management</strong></td>
<td>It is a departmental responsibility to ensure that departmental activities are risk assessed and managed.</td>
<td>1.3</td>
</tr>
</tbody>
</table>
| **Property**     | Notify Estate Management Building Services (EMBS) of:  
|                  | - buildings owned or leased by the Department that are not managed by EMBS.                                                | 2.2  |
|                  | - occupation of any new buildings (post 2002)                                                                        |      |
|                  | - departmental moves between buildings.                                                                                |      |
| **Contents**     | Administrators should be able to list the contents of a building in case of loss due to an insured peril.              | 2.2  |
|                  | Regularly review the contents held in their departments and notify the insurance section of:  
|                  | - occupation of new buildings (post 2002)                                                                              | 2.3.1 |
|                  | - departmental moves between buildings                                                                                |      |
|                  | - acquisition of high value items (in excess of £1m)                                                                   | 2.3.2 |
|                  | - property in excess of £100k (maximum £50k single item) taken off University premises                                 | 2.3.4 |
|                  | - transit of property which exceeds £50k                                                                               | 2.3.5 |
|                  | - exhibitions (non Fine Art) over 4 weeks in Europe, and all for exhibitions outside Europe.                           |      |
|                  | Check procedures and follow guidance from the University Security Office for holding and transiting money.            |      |
| **In the event of a claim to property and/or contents** | Take action to prevent further loss  
<p>|                  | Report the matter to EMBS and the Insurance Section as soon as possible and complete a claim form.                    | 2.5  |
|                  | Take photographs of damaged items/areas to support claims.                                                            |      |
|                  | Where possible save any damaged items for inspection by the Loss adjuster.                                             |      |
| <strong>Vehicles</strong>     | Notify the Insurance Section of any purchase, sale or destruction of vehicles.                                          | 3.2  |
|                  | A photocopy of the motor insurance certificate and claims procedure should be kept in every vehicle.                   | 3.1.4 |
|                  | Take a copy of the licence and review age, driving qualifications and driving convictions history of drivers annually. |      |
|                  | Where members of the department are using their own vehicles on University business, ensure that their insurance extends to business use. |      |
| <strong>Public Liability Insurance</strong> | Ensure all complaints and/or claims from the public, students and/or research visitors or consultants and/or their solicitors are reported immediately to the Insurance Section. Do not enter into | 4.3  |</p>
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employer’s Liability Insurance</td>
<td>Display current Certificate of Employer’s Liability Insurance somewhere prominent in the work place. Ensure all complaints and or claims from employees and/or their solicitors are reported immediately to the Insurance Section. Do not enter into communication with either the claimant or their solicitors.</td>
<td>5.2</td>
</tr>
<tr>
<td>Professional Indemnity</td>
<td>All complaints re poor advice or education to be forwarded to the Insurance Section immediately – do not enter into communication with either claimant or their solicitors. Ensure that all consultants have appropriate insurance. Complete annual questionnaire when requested.</td>
<td>6.3</td>
</tr>
<tr>
<td>Clinical Trials</td>
<td>Ensure appropriate insurance and indemnity has been arranged for research involving humans or human tissues. Ensure all complaints and or claims are reported immediately to the Insurance Section and where appropriate any research partner. Do not enter into communication with either the claimant or their solicitors</td>
<td>7.1</td>
</tr>
<tr>
<td>Travel Insurance</td>
<td>Ensure all staff and registered postgraduate students have registered their travel plans on the University Travel insurance system and have appropriate risk management plans in place for their travel. Ensure all supervised departmental fieldtrips and overseas group trips have been registered on the University Travel insurance system and have appropriate risk management plans in place for their travel. Ensure travel claims are reported to the Insurance Section immediately.</td>
<td>8.2</td>
</tr>
<tr>
<td>Fine Arts, Old Books, Artefacts and Valuable Objects</td>
<td>Contact the Insurance Section to arrange cover as required. Carefully check all donation agreements for insurance and indemnity responsibilities and put the necessary cover in place. Put ‘All Risks’ insurance in place for all loans unless an alternative agreement has been reached with the lender. Ensure appropriate cover in place for Exhibitions and Transits. Report damage to insured items to the Insurance Section immediately.</td>
<td>9.3</td>
</tr>
<tr>
<td>Engineering Insurance and Inspection for Pressure Vessels, Lifting Equipment and Lifts</td>
<td>Notify equipment to the inspection service. Establish a system to monitor inspection dates. Ensure that all Statutory Inspections are carried out on or before the due date. Read and act upon inspection reports.</td>
<td>10.3</td>
</tr>
</tbody>
</table>
2. Property Insurance

2.1 Insurance cover for University property

The University’s insurance will provide funds to assist with the re-instatement of University managed operational buildings and contents in the aftermath of an insured event, such as a fire or flood. Assistance may also be given with any additional research and teaching expenses incurred as a consequence of damage to University buildings and their contents.

Non-operational buildings are usually let out on a commercial basis and so these properties are insured on a reinstatement of buildings and recompense for loss of rent basis.

It should be noted that some categories of property are excluded from this insurance cover and all property insurance claims are subject to a claims excess.

2.2 Notification of buildings and contents

Only notified buildings and contents benefit from this insurance and notification is made via EMBS to the Insurance Section of the Finance Division.

- Buildings managed by EMBS are routinely valued, recorded and notified by EMBS. This applies to operational and non-operational buildings and the process is managed by the EMBS Database Manager.

- The insurance of buildings not managed by EMBS is the responsibility of the owner or lessee as the lease specifies. Notification must be made to EMBS unless alternative arrangements are in place for insurance.

- Contents whether owned, borrowed or hired must be valued, recorded and notified to insurers. However, it is not practical for the University to declare exact content values; rather the University uses a formula to calculate building contents.

The formula is based on sample surveys of typical University of Cambridge buildings carried out by consultant surveyors in 2002 and 2004 respectively. However, the annual recalculation of contents values will not include the following changes and EMBS and the Insurance Section must be made aware of:

a) the occupation of new buildings (post 2002),

b) departmental moves between buildings,

c) the acquisition and disposal of high value items (£1m single value).

In practical terms this means that administrators should regularly review the contents held in their departments and notify any significant changes.

In the event of a claim the Departmental Administrator will be asked to provide details of lost contents by building. Where the claim is a fire claim there will be little remaining physical evidence of what has been lost and in such cases Administrators will be expected to produce a list of lost items or forfeit replacement. Many items will
already be recorded on the Fixed Asset Register, however consideration should be
given to those items not listed (e.g. due to their initial value or age) and the drawing
up of an inventory of such is encouraged.

2.3 Insured risks

All University operational buildings (including vacant properties) and contents are
insured for the standard risks of fire, flood, lightning, explosion, escape of water,
impact, subsidence, accidental damage, riot, and theft. The cover applies to most
University assets, including items leased, hired, or borrowed by the University. Over
time the insurance programme has been tailored to suit the needs of the University
and the following risks have been given particular attention.

2.3.1 Temporary removal of items from Cambridge University premises

University property (maximum value £100,000, with a single article limit of
£50,000) taken off University premises for short periods of less than six
months. This property is insured whilst in situ at the external location
providing good risk management is in place. There is no need to notify the
Insurance Section that such property is off site, providing the situation falls
within the limits outlined. Property with a value in excess of value £100,000
(or with a single article limit over £50,000) taken off University premises
should be notified to the Insurance Section as should temporary removals of
property in excess of six months.

2.3.2 Transit

Insurance is in place for transits of University of Cambridge property between
any locations worldwide providing the total value does not exceed £50,000
and the department has approved the transit. There is no need to notify the
Insurance Section of transits of goods where the total value is below £50,000,
and there is no further cost for this cover.

However, where a transit of property exceeds £50,000 administrators should
contact the Insurance Section so that appropriate transit insurance can be
arranged. A completed Marine Transit form should be sent through to the
Insurance Section at least 48 hours before the transit. Departments should be
prepared to pay for this insurance. A Marine Transit form can be found on the
Insurance Section website.

\textit{N.B. The transit of Works of Art and Old Books must always be specifically
requested and arranged via the Insurance Section.}

2.3.3 Contents of fridges and freezers

Deterioration of the contents of freezers are covered with a limit per freezer of
£25,000 and any one item £5,000. Cover is dependent on the freezer being
not more than twenty years old.

2.3.4 Exhibitions

Items on short exhibition of less than four weeks anywhere in Europe are
insured subject to a limit of £200,000 per exhibition. Longer exhibitions are
also covered subject to a limit of £50,000. In circumstances where a
University exhibition exceeds these limits administrators should contact the
Insurance Section so that appropriate exhibition insurance can be arranged
with costs payable by the department or institution concerned.
Cover for exhibitions of works of art or old books must be specifically requested via the Insurance Section.

2.3.5 Money
The University has insurance for money held on the premises to protect against robbery, burglary, or the disappearance of money or securities whilst on University premises or in transit. However, risk management restrictions apply to this cover and administrators should ensure that procedures for holding and carrying money comply with the advice of the University Security Advisor (EMBS).

2.3.6 Fraud
The University has insurance for cash and securities (including corporate credit cards) to protect against fraud by employees and or third parties. However, risk management restrictions apply to this cover and administrators should ensure that departmental procedures comply with the recommendations of the Finance Division.

See Credit Card Procedures (Section 5) of the Non-Pay Expenditure chapter, Financial Procedures Manual.

2.3.7 Business Interruption
Business Interruption insurance provides cover for the consequences of a property loss when, for example, premises become uninhabitable as a result of a fire. Claims can be made for the following:

- The additional cost of working in a damaged building or without vital equipment. Specifically these costs would include: the reasonable payroll costs of employing additional staff; the overtime remuneration of existing staff; the additional travel costs of relocated staff and the reasonable removal costs of moving staff.

- The rental costs of temporary accommodation.

2.4 Exclusions

However, there are a number of important exclusions from cover.

- Theft from the open, from outbuildings, or from vehicles left unattended overnight.

- Wear and tear, damage caused by faulty or defective workmanship, operational error, corrosion, mechanical or electrical breakdown.

- Losses identified as a result of a stock-take.

- Works of art, antiquities and museum artefacts and valuable objects are not covered. However, special cover can be arranged for specific items and or exhibitions. See section 9 of this chapter for further information.

- Books pre-1850 and periodicals pre-1900 are also excluded. However, special cover can be arranged for such items. See section 9 of this chapter for further information.
- Contract penalties for failure to meet target dates imposed by commercial sponsors of research. Where research is affected by a property loss, business interruption cover is restricted to the consequential losses of a teaching and research university.

- The personal property of members of the University and or any visitors to the University.

2.5 Claims procedure

2.5.1 Introduction

Information concerning losses must be collated and presented to insurers in a prescribed way. The Insurance Section assists departments with the preparation of claims and the claims process through to settlement.

Claims over £5,000 are usually investigated by a loss adjuster; claims below this level are processed by a desk-bound claims handler. Whatever the size of the claim, it is important that we provide a clear picture of how the loss occurred and the value of the loss but, most importantly, that we inform insurers that a loss has occurred as quickly as possible.

The following notes are provided to guide you through the claims process.

- Prevent further loss e.g.
  - clean/mop up affected areas
  - if necessary turn off gas and main water supply
  - arrange for emergency refrigeration and freezing appliances
  - try to protect key/Equipments
  - remove important documents
  - salvage computer system/base units
  - copy any salvaged CDs to new CDs

- Inform other parties
  - EMBS for damage to buildings
  - Safety Adviser for Chemical spills
  - Security Adviser for break-ins

- Report the loss
  - office hrs to Insurance Section
  - out of hrs to
    - Security ; and
    - Loss Adjusters
      Crawford THG
      0870 4000 400

- Collect evidence of loss
  - photographs
  - retain damaged items

- Complete the claim form
  available from Insurance section web site

- Keep records
  esp. of subsequent incidents or damage

- Obtain approval
  from loss adjusters

- Set up a new cost centre
  with Central Accounting

- Order replacements/repairs

2.5.2 Reporting the loss and completing the claims form

During working hours (9am-5pm Monday to Friday) you should immediately telephone the Insurance Section and explain what has happened.
Out of Hours Emergencies, you should contact the Loss Adjusters (Crawford-THG) using the emergency alert telephone number below (24hrs/ day, 365 days/ year). Emergencies should also be notified to the University Control Centre.

Depending on the nature of the incident, other parties such as EMBS will need to be informed. Departments should follow the departmental emergency procedures in place.

Claim Form
Initially, the departmental administrator will need to gather information from all interested parties. For example, in the case of a fire, all users of the damaged building should be asked what equipment they have lost. Once a list of lost or damaged items is available, the claim form (download from the Insurance Section website) can be completed.

Record Keeping
If there are subsequent similar incidents (e.g. further leaks) or if further consequential damage (i.e. an infrequently used machine found to be damaged) these must also be reported to the Insurance Section and a separate record of the dates held in the Department.

Informing Other Parties
Depending on the nature of the incident, other parties will need to be informed. For example, EMBS must be informed in the event of damage to buildings; the Safety Adviser for a chemical spillage; the Security Adviser in the event of a break-in on University premises.

2.5.3 Evidence of Loss

Damaged Items
Damaged items should be retained by the Department for inspection by the Loss Adjuster. Do not allow another party to remove items away from the University or commence any repairs without the agreement of the Loss Adjuster.

Photographic evidence of the loss
Whenever possible, photographs of the damaged area and the lost or stolen item should be provided with the claim form. For example, a photograph of a building before and after storm damage provides an instant account of the loss. Likewise, a photograph of a stolen item can be of great use when estimating the cost of a replacement.

Where a claim is made as a result of a fire there may be little remaining physical evidence of what has been lost. In such cases Administrators will be expected to produce a list of lost items or forfeit replacement.
2.5.4 Preventing further loss
Sensible action should be taken to minimise further losses; the following list is not exclusive.

a) Clean or mop up the affected areas.
b) If necessary, turn off gas, mains water stop cock, but do not switch off the electricity supply unless clearly advised by a qualified electrician that circuits are unsafe.
c) Arrange for emergency supply of refrigeration and freezing appliances to reduce loss of material.
d) Identify items lost and prepare lists for costing. The Department should expect these lists to be closely scrutinised. No action should be taken to replace or repair damaged items until agreed by Loss Adjusters.
e) Try to protect key/critical equipment from further deterioration: retrieve important documents/items.

NB: It may not be cost effective to salvage computer keyboards or dumb terminals/VDU’s with damage to casing or scratched screens, but all system units/base units should be salvaged. No items should be disposed of until Loss Adjusters have given approval.

f) If possible, copy any salvaged CDs to new CDs to prevent contamination and/or further damage.

g) Ensure safety checks are made of power and light circuits before turning the power back on and arrange for safety checks of equipment. Retain all evidence of safety testing, dated and signed.

2.5.5 Loss Adjusters
Loss Adjusters will inspect losses over £5,000. In all cases the Insurance Manager will attend the inspection to provide support to the department. All arrangements will be made by the Insurance Section.

Approval from Loss Adjusters must be obtained before repairs or replacements are made. If you replace before approval, this is done at your own risk.

2.5.6 What can be claimed for and dealing with accounts
Contact the Central Accounting Team within the Finance Division on UFS_GL_CODES@admin.cam.ac.uk to set up a cost centre (i.e. ‘claim account’) to consolidate all expenditure relating to the claim. Use source of funds BMRC and the appropriate transaction codes.

Once approval has been given by the Loss Adjusters, place the necessary orders for replacement or repairs. Ensure that separate orders are used for different categories of loss (see below for examples). Cross-reference all orders/invoices/payments against original agreed replacement list.

Please note for computer loss insurers use a specialist firm for all purchases - details will be provided by the Insurance Section.
## Categories of loss

### Damage to Buildings
EMBS will act as surveyor, advisor and contractor. They will advise the department of the damage to the building, arrange for the repair to be carried out and invoice the department accordingly. EMBS will work with the Loss Adjuster.

### Damage to Contents
- furniture and equipment (including laboratory equipment).
- patterns, models, moulds, plans and designs.
- computer records and manuscripts.
- chemicals.
- specimens.
- animals used for research.
- other consumables.

### Additional Cost of Working
- additional costs of obtaining, occupying and equipping temporary premises.
- salaries of additional staff.
- overtime remuneration of staff.
- additional travel costs of relocated staff.
- removal costs.

### Research and Development Costs
- salary costs of re-working projects e.g. repeat of experiments or studies.

### Loss of Revenue
- loss of sponsorship grants.
- return of sponsorship grants for non-performance.
- loss of hire fees - conference/banqueting facilities.
- on-going rent for leased premises.
- loss of consultancy fees.

Salary costs may fall into the different categories listed above i.e. Additional Cost of Working or Research and Development Costs. A detailed record should be kept of the number of days/weeks worked in the different headings listed below:

- salaries of additional staff
- overtime remuneration of staff

All claim expenditure must be reasonable (e.g. no upgrades in respect of replacement equipment), be in consequence of the original damage or loss and agreed with the Loss Adjuster and/or insurers. One individual in the Department should have final approval/rejection authority to achieve consistency in any claim involving a number of research groups.

Keep copies of all accounts, including invoices, collated according to the various categories.

**NB.** Only costs directly arising from the incident should be charged to the cost centre.

### 2.5.7 What cannot be claimed for
The following costs are not covered by insurance.

1. Administrative time involved in preparing the claim.
2. Photographs in evidence of the incident.
3. Any costs identified by Loss Adjusters as being outside the scope of the insurance policy.

2.5.8 Recovery of claim costs caused by third party
One of the main factors affecting insurance premium costs is the level of claims against the policies. Therefore, it is in the interest of the University that insurers use their legal right to recover any claim costs paid to the University from a negligent third party. Any evidence gained which may assist in proving third party negligence is vital and Departments are asked to provide as much help as possible in this respect.

2.6 Property claims excesses
Property claims are subject to the following claims excesses which will be deducted from the claim settlement.

<table>
<thead>
<tr>
<th>Claim Description</th>
<th>Excess</th>
</tr>
</thead>
<tbody>
<tr>
<td>Theft not involving forcible or violent entry or exit</td>
<td>£2,500</td>
</tr>
<tr>
<td>Theft or attempted theft with forcible or violent entry or exit</td>
<td>£1,000</td>
</tr>
<tr>
<td>Accidental damage and Other Insured Events</td>
<td>£1,000</td>
</tr>
</tbody>
</table>
3. **Motor Insurance**

3.1 **Requirements and coverage**

3.1.1 **Registration with the Motor Insurance Database**
Motor insurance is compulsory under UK law. In addition, the EU Motor Insurance Directive requires fleet policy holders such as the University to register their vehicles with the Motor Insurance Database. Non compliance is a criminal offence.

3.1.2 **Insurance of hire vehicles**
Cover is not provided for hire vehicles and departments should make arrangements to take out the hire company’s motor insurance. Details of preferred suppliers can be obtained from the Central Purchasing Office.

3.1.3 **Benefits under the policy**
(i) **Replacement vehicle as new.** In the event of loss or damage to a car or goods-carrying vehicle (maximum 7.5 tonnes gross weight), less than one year old, which is considered to be a write-off by Royal & Sun Alliance, the vehicle will be replaced as new.

(ii) **Temporary replacement vehicle (UK only).** In the event of damage to a University vehicle (limited to cars only) which has been taken to a Royal & Sun Alliance authorised repairer, the repairer will provide a temporary replacement car for the duration of the repairs.

(iii) **Emergency overnight accommodation (UK and Europe).** In the event of loss or damage (outside the Cambridge area) to a University vehicle resulting in the driver and occupants being unable to reach their destination the same day, cover is now provided for emergency overnight accommodation. Expenses are limited to two nights and not exceeding £50 for the driver or £250 for all occupants of the vehicle. Individuals would need to pay the accommodation bills and include original receipts with the accident claim form.

3.1.4 **Mandatory Requirements**
(i) Departments and other institutions must ensure that individuals are suitably qualified to drive and must obtain a copy of the driving licence of anyone intending to drive a vehicle owned or hired by the University (a provisional licence is not acceptable). Licences should then be examined at least on an annual basis.
(ii) DVLA restrictions apply to the drivers of minibuses, and Departments must ensure that they comply with DVLA requirements http://www.dvla.gov.uk/.

(iii) Additionally, the following requirements and those of the Health & Safety Division (http://www.admin.cam.ac.uk/offices/safety/) must be adhered to. Minibus drivers must:
   (a) be over 21 years of age if driving within the UK;
   (b) be over 25 years of age if driving abroad (within the EU);
   (c) hold a full driving licence, which has been in force for at least two years;
   (d) hold a full driving licence with minibus entitlement (D1 category);
   (e) have no driving convictions, other than one speeding offence (time-expired convictions are disregarded);
   (f) have had no involvement in motor accidents in the last three years.

(iv) The following restrictions apply to the drivers of People Carriers (vehicles with 5 - 8 passenger seats), and Departments must ensure that they comply with the following requirements. Drivers must:
   (a) be over 21 years of age if driving within the UK;
   (b) be over 25 years of age if driving abroad (within the EU);
   (c) hold a full driving licence, which has been in force for at least two years.

(v) Departments are requested to take steps to ensure that seat belts are worn in the interests of personal safety, risk reduction and to comply with the law.

(vi) It should be noted that theft of property from unattended vehicles, except as described under guidance notes 2.3 & 2.4, is not covered under any of the University’s insurances, because the insurers will not accept this risk. Every effort should be made to avoid leaving costly equipment in an unattended vehicle. If transit insurance is required for goods being transported in a vehicle, see guidance note 2.3 & 2.4.

(vii) The Policy claims excess for accidental damage claims is £250, which is payable by the Department concerned on collection of the vehicle from the vehicle repairers. Windscreen damage does not carry a claims excess and the bill for repair will be settled by insurers direct with the windscreen repair company. In addition the following claims excesses apply to young and new drivers:
   (a) under 21 years of age - £200;
   (b) between 21 and 24 years of age - £100;
   (c) over 25 years of age but has held a licence for less than 12 months - £100.

Claims excesses are payable by the departmental owner/user of the vehicle on collection of the vehicle from the motor vehicle repairer. The balance of the repair bill will be paid direct to the repairer, provided that the insurers’ approved repairers have been used (see guidance note 3.1.3 for the Approved Repairer).

(viii) Members of staff and occasionally students, may use their own vehicles on University business (claiming the appropriate mileage allowance) provided that their own insurance policies allow this and that any passengers carried at the time are not excluded from the cover by these policies. Departments should have sight of the insurance certificate and should satisfy themselves on these points.
(ix) If a University vehicle is to be taken abroad, the Department must contact the Insurance Section to ensure that cover for the vehicle is extended for foreign use. The Department must also ensure that the necessary legal documentation (as appropriate to the countries to be visited) is obtained.

3.2 Departmental responsibilities

Departments should notify the Insurance Section of any purchase, sale or destruction of vehicles. Departments should also check the licences, age, driving qualifications and driving convictions history of drivers. Compliance with Department of Transport requirements is a departmental responsibility.

Certificates of Motor Insurance are distributed to Heads of Departments every August and should be held in a safe place. Photocopies of the Motor Insurance certificate and details of the claims procedure should be kept in every vehicle and drivers should be made aware of the whereabouts of the documentation, the process for emergencies and making a claim.

3.3 Claims procedure

3.3.1 Accidents involving University vehicles

All drivers should be aware of the procedure to be followed in the event of an accident.

(i) At the scene of the accident staff members involved as either driver or passenger, should volunteer no admission of blame, whatever the circumstances. This ensures the position of the University’s insurance company will not be prejudiced.

(ii) If anyone has been injured in the accident the Police must be called.

(iii) The driver should obtain the insurance details of the other vehicle(s) involved i.e. their insurer, policy number, name and address.

(iv) It is important to obtain the names and addresses of any witness.

(v) The name of the University’s insurers, Royal & Sun Alliance, must be given to the driver or drivers of other vehicles involved and, if the police are called to the scene of the accident, any information sought by them must be provided to the best of the individual’s knowledge.

(vi) The relevant insurance certificate is that issued by Royal & Sun Alliance covering each University vehicle. Original certificates are held by University Faculties and Departments (new certificates being issued to Heads of Department every August).

(vii) The occurrence should be reported as soon as possible to the Head of the Faculty, Department, or other University institution concerned, and to the Insurance Section.

Bernadette McLellan (Insurance Manager)
Telephone 39659  Email: bm301@admin.cam.ac.uk

Alexandra Tanasa (Insurance Assistant)
Telephone 32216  Email: at382@admin.cam.ac.uk
A written description and an explanatory sketch should be made of the scene, indicating the names and layout of the road(s), position of vehicles and persons involved, the direction in which the vehicle was travelling, the registration marks of all vehicles where known, and any road markings, road signs, traffic lights, streetlights, and pedestrian crossings.

If the accident occurs in a foreign country, the insurers and the University Insurance Section should be contacted. Contact the Royal & Sun Alliance national 24-hour helpline (0845 964 6362) and or the Insurance Section for assistance during normal office hours.

3.3.2 Motor accidents involving a criminal offence by a University driver
University personnel involved in a motor accident while in a University vehicle may be judged to have broken the law and may therefore be charged with an offence (e.g. dangerous driving or driving without due care and attention). Such an incident will not invalidate the cover of the University’s motor vehicle insurance, provided that the vehicle was on official business. Neither insurers or the University will reimburse any fines, costs, or penalties which may be imposed on employees or students for breaches of the law while driving on University business, whether in a University vehicle or in their own vehicle.

3.3.3 Procedure for arranging repairs following an accident
(i) Accidents occurring within a 30-mile (approx.) radius of Cambridge.
All vehicles in this category must be taken to or be collected by

Gladwins Body Repair Centre 12 Nuffield Road, Cambridge, CB4 1TF.
Telephone No: 01223 423 242.

Where the vehicle can be driven safely it should be delivered to Gladwins, but if the damage to the vehicle is such that it cannot be driven safely the matter must be reported immediately to Gladwins who will collect the vehicle. The company will then deal directly with the insurers about the cost of repair.

(ii) Accidents occurring outside a 30-mile (approx.) radius of Cambridge.
In these circumstances, the person in charge of the vehicle should phone the

Royal & Sun Alliance national 24-hour helpline (0845 964 6362)
for the name and address of an approved repairer. If this proves to be impossible, the vehicle must be repaired by the nearest garage able to undertake the work. In such a case the garage concerned must be told that before repairs can be undertaken an estimate of the cost of repairs must be produced and that estimate must be dealt with by the Insurance Section will obtain clearance from Royal & Sun Alliance for the work to be put in hand.

Bernadette McLellan (Insurance Manager)
Telephone 39659 Email: bm301@admin.cam.ac.uk

Alexandra Tanasa (Insurance Assistant)
Telephone 32216 Email: at382@admin.cam.ac.uk

(ii) Accidents occurring in another European Country.
Contact the Royal & Sun Alliance national 24-hour helpline (0845 964
6362) and or the Insurance Section for assistance during normal office hours.

(iii) **Windscreen repairs.**
Royal & Sun Alliance has a special arrangement for the repair of windscreens, day or night, by reference to

Autoglass Windshields
Unit 2, Elizabeth Way, Cambridge,
telephone 01223 461890.

If the vehicle is outside the Cambridge area, details of the nearest repairer can be obtained by telephoning the Autoglass helpline on 0800 363636.

A copy of the vehicle insurance certificate must be produced at the time of repair (should be held in the vehicle and or obtainable from the departmental office that hold the original). There is no policy claims excess for windscreen repair and the University does not pay VAT in respect of insurance claims. Autoglass will invoice Royal & Sun Alliance direct for the cost of repairs above the policy excess.

**At the scene of the accident:**
~do not volunteer any admission of blame
~call the Police if anyone is injured
~obtain insurance details of other vehicle(s)
~obtain names and addresses of any witnesses

**Report to the Head of Department & the Insurance Section**
~ provide a written description
~ draw an explanatory sketch of the scene

**Is the accident within a 30-mile radius of Cambridge?**

YES

**Vehicles to Gladwins Body Repair Centre**
~If vehicle safe deliver to Gladwins
  12 Nuffield Road, Cambridge CB4 1TF
~Or ring Gladwins to arrange collection if un safe to drive.
  01223 423 242

**NO**

**Phone Royal & Sun Alliance national 24hr helpline 0845 964 6362**
~obtain name and address of an approved repairer

If above not possible take to nearest garage able to undertake work
~get estimate of cost of repairs
~forward estimate to Insurance Section
~wait approval before allowing repairs to be made
3.4 Reflection in the accounts

Insurers will settle accounts direct with the repairer and any third parties involved in an accident. Therefore, the only amount payable by departments is the claims excess which is currently £250 (except for windscreen damage only claims where the excess is NIL). This excess will be payable direct to the repairer at the time of collection of the vehicle.
4. Public & Product Liability Insurance

4.1 Public Liability insurance

4.1.1 The University has Public Liability insurance which protects the University from paying legal fees and settlement costs in situations where the University is found to be legally liable of negligence which has caused death, personal injury or property damage to another party.

**Geographic limits of public liability insurance**
The cover is worldwide although the policy will only respond to claims brought under English Law.

4.1.2 Public liability insurance for the actions of employees
The actions of employees of the University are protected by this insurance whilst they are engaged on University business. To obtain a letter confirming cover for employees making work related visits to other organisations, please contact the Insurance Section with information about the visit and confirmation from the department that appropriate risk management is in place. However, employees on sabbatical leave are not covered unless the department can show that the employee is directly working for the University during the period of leave.

4.1.3 Public liability insurance for the actions of students
The actions of students of the University are protected by this insurance whilst they are directly engaged on University business. To obtain a letter confirming cover for students making work related visits to other organisations, please contact the Insurance Section with information about the visit and confirmation from the department that the visit has been sanctioned and that appropriate risk management is in place.

4.1.4 Public liability insurance for clubs and societies
The University’s Public Liability insurance applies to all affiliated clubs and societies registered with the University Proctor. To obtain a letter confirming public liability insurance to external providers of conference facilities, concert halls, sports facilities etc., please contact the Insurance Section with information about the activity. Clubs and societies should be prepared to evidence appropriate risk management and will be directed to relevant University risk managers for assistance. No letters confirming insurance will be issued until satisfactory risk management is in place.

4.1.5 Public liability insurance for subsidiary companies of the University
Subsidiary companies have the same cover as the University (see 4.1.1 and 4.1.2).

4.1.6 Exclusions of cover
(a) The use by the University of aircraft or other aerial device (but not excluding research, e.g. testing of aircraft engines on the ground).
(b) The use of waterborne craft
   (i) exceeding 24 feet in length or
   (ii) on inland waterways.
(c) Injury or damage caused by or arising from:
(i) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
(ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

(d) The consequences of war.

(e) Contractual liability (see paragraph 4.2 below).

(f) Mental injury or fear of suffering bodily injury, death, disease or illness arising out of actual or suspected exposure to asbestos, asbestos dust, or asbestos containing materials.

(g) Liability arising out of use, retention, storage or disposal of any human corpse or of any human tissue or organs or other human biological or genetic material.

(h) Liability for damage to data (meaning information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware).

Special cover may be arranged for the first two categories when necessary.

4.1.7 Contractors
All contractors should carry appropriate insurance for the work they do for the University and departments should ensure that they do. Departmental Administrators can contact the Insurance Section to discuss appropriate levels of cover to ask for and to check the contractors’ insurance documentation.

4.2 Product liability insurance
The University only has product liability insurance for activities insurers have been made aware of. Activities associated with teaching and research are covered but the sale of goods manufactured by the University and or its subsidiary companies is not, unless insurers have specifically agreed. Please contact the Insurance Section to notify any activities which fall outside the teaching and research profile.

4.3 Third party personal injury claims
Members of the public may contact departments with allegations of injury to person or property. The contact may be written or verbal, in the form of a solicitor’s letter or a note from the individual themselves.

Where such allegations are received by the department, they should be referred to the Insurance Section immediately and without comment or acknowledgement.

The Department for Constitutional Affairs has prescribed a procedure for the handling of personal injuries claims, which includes a strict timetable. Delay in forwarding allegations to the Insurance Section may result in penalties being applied.

The department, institution, subsidiary company or division of the Unified Administrative Service (UAS) named in the allegation will be asked to provide information and to take part in an investigation process. The investigation will be carried out by a specialist inspector employed by the insurance company and a member of the University insurance team will co-ordinate communication and attend any meetings.
5. **Employers Liability Insurance**

5.1 **Requirements and cover**

With a few exceptions, the Employers' Liability Insurance (Compulsory Insurance) Act 1969 requires employers to insure their liability to their employees in respect of personal injury, disease or death sustained in the course of their employment in Great Britain. The University has this cover and details of the current insurer, the policy number and the amount can be found on the Insurance Section webpage.

The term ‘employee’ includes unpaid volunteers working under the direct supervision of University staff on University business. School children on work placements at the University are considered to be employees under the terms of this insurance and a letter confirming this can be provided by the Insurance Section on request.

5.2 **Departmental responsibilities**

Employers are also required to display a current Certificate of Employers Liability insurance at each place of work. Every year in August, the Insurance Section distributes certificates to Heads of Department with a request that a certificate is displayed in each building used by the department.

In practice, employers display certificates where staff normally congregate, for example in a tea room or other regularly used common space. However, for buildings with several University occupants, it is only necessary for one certificate to be displayed in a place where all staff are likely to see it, for example in the entrance foyer. Contact the Insurance Section for further certificates (or download one from the Insurance Section Webpage ).

5.3 **Claims for personal injuries by employees**

Employees may contact departments with allegations of injury to person or property. The communication may be written or verbal, in the form of a solicitor’s letter or a note from the individual themselves.

Where such allegations are received by the department they should be referred to the Insurance Section immediately and without comment or acknowledgement.

The University's insurers have prescribed a procedure for the handling of personal injuries claims that reflects the University’s contractual obligation to pass such correspondence to insurers without comment and also the strict procedure set out by The Department for Constitutional Affairs in respect of personal injuries claims. During the claim the department may be asked to provide information and to take part in an investigation exercise. The investigation will be carried out by a specialist inspector employed by the insurance company and a member of the University insurance team will co-ordinate and attend any meetings.
6. Professional Indemnity Insurance

6.1 Coverage

Insurance is in place to protect the University and its subsidiary companies and also University and subsidiary company current employees and research students. This insurance is concerned with professional activities such as the provision of expert academic advice and teaching. For letters confirming cover please contact the Insurance Section.

This insurance is designed to meet claim settlement and defence costs in respect of:

- unintentional acts of neglect or omission
- breach of warranty or authority
- infringement of copyright
- unauthorised use of computer systems or programmes
- breach of confidential information under data protection legislation
- breach of intellectual property rights
- defamation: spoken or written, except against an employee.
- failure to educate
- discrimination, except against an employee

This insurance specifically excludes actions concerning:

- employment and pension matters
- the professional work of medical practitioners (physicians, surgeons and dentists)
- aviation design advice.

Consultants are not personally protected by this insurance and departments and institutions should ensure that consultants have appropriate, current professional indemnity and public liability insurances for the work they are engaged in. Employees working in a private capacity fall into the category of consultant; the only exception being consultancy directed through CUTS (a subsidiary of Cambridge Enterprise).

6.2 Conditions of cover

Insurers provide this indemnity on the basis of trust so cover does not apply where a wrongful act or omission has been committed intentionally, or where the University and or its Subsidiary Companies are found to have knowingly condoned the wrongful act or omission.

Instant reporting to insurers: as soon as staff members are aware of the wrongful act, error or omission the matter must be notified to the University Insurance Manager so that the insurers can be made aware. Failure to do this may cause insurers to refuse claims resulting from the wrongful act, error or omission.

The completion of a Professional Insurance Renewal Questionnaire by University Subsidiary Companies, Institutions and departments as and when requested by insurers.
6.3 Complaints and letters of claim

All complaints and/or letters of claim should be forwarded to the Insurance Section immediately and no communication should be made with the complainant or their solicitors.
7. Clinical Trials Insurance

7.1 Requirements and coverage

Clinical Trials insurance is available via the Insurance Section.

Research involving humans and or their bodily tissues require insurance which must be arranged on a case by case basis. The University’s liabilities and statutory responsibilities will depend on the nature of the research and whether the research is jointly sponsored with another organisation such as the Addenbrookes Trust. The University does not carry automatic cover for such research but can usually arrange it.

Cover can be provided on a ‘negligent harm’ basis or on a ‘negligent and non-negligent harm’ basis. The cover is compliant with the requirements set out in the Local Regional Ethics Committee application process, and is available for trials where the University is acting as sponsor or joint sponsor or where the chief investigator is a member of the University.

7.2 Application process

Occasionally a charge will be made for this cover and must be met from the funds of the research project.

To apply for Clinical Trials insurance, please follow the process provided at http://www.admin.cam.ac.uk/offices/insurance/guidance/clinical.html

7.3 Pre-conditions

The University Research Services Division (RSD), the Clinical School and Addenbrookes Research & Development Office (joint University and Addenbrookes sponsored studies), must be in agreement and satisfied on sponsorship issues.

NHS Ethics approval for the study must be in place before insurance can be put in place. However, a letter stating the availability of cover can be obtained from the Insurance Section before the Ethics application is submitted to the Ethics Committee.

7.4 The cover

The University has established a block “Clinical Trials” insurance policy to indemnify the University against risks associated with design of protocol and where required with treatment and site risks associated with University clinical research studies. To be registered for this cover specific application must be made to the Insurance Section and where extra premium applies this must be paid by the research project concerned.
7.4.1 Negligent harm
Standard liability at law where the person alleging injury must prove that the other party has been negligent in observing their duties at law. The party being sued can defend themselves by showing that they have taken all reasonable precautions to avoid injury to the person or property of another. Cover arranged on this basis would require the injured research participant to sue the University for damages and to prove negligence. The cover will always respond to claims for negligent protocol design but will only respond to claims for negligent execution of the protocol where the University is sole sponsor for the study.

7.4.2 Non-negligent harm
Compensation provided where only the likelihood of fault needs to be shown. In this case it is not necessary for the injured research participant to prove negligence: they must simply show that on the balance of probability injury was caused by the other party. In the case of a research study participant bringing a claim against the University it would only be necessary for the subject to show that their health had deteriorated during the period of the trial. Where a claim is bought on a non-negligent harm basis the cover includes the option for the claimant to sue on a negligent harm basis rather than asking for compensation. So where you have applied for and received a letter stating the availability of insurance for non-negligent harm it can be stated that cover is available and can be arranged if Ethics approval is granted for both negligent harm and non-negligent harm on the application for NHS Ethics Committee approval.

7.4.3 Protocol risks
University clinical trials insurance is primarily concerned with claims for negligent protocol design. The designer of the Protocol is usually a qualified medical practitioner. The substantive employer of the protocol writer is responsible for providing insurance for the Design of Protocol. Whether the research is jointly or solely sponsored by the University, University employed Principal Investigators (PIs) are responsible for arranging insurance for Design of Protocol, for each study, with the University insurance office.

7.4.4 Medical Defence Union Membership (MDU)
Whilst the policy will respond to protocol risks, cover under the policy excludes the clinical treatment risks of physicians, surgeons and dentists. So for studies solely sponsored by the University, physicians, surgeons and dentists should arrange personal medical malpractice cover with their MDU.

Please refer to Appendix A for further explanation of the Terminology that you may encounter with Clinical Trials Insurance.

7.5 Complaints and letters of claim
All complaints and or letters of claim should be forwarded to the Insurance Section immediately and no communication should be made with the complainant or their solicitors.
8. Travel Insurance

8.1 Coverage

The University recognises that members of the University travel outside the UK in the course of their work. Therefore, a block travel and personal accident insurance policy with has been established to cover:

- Employees of Cambridge University and its subsidiary companies whilst travelling abroad on University of Cambridge business;
- Members of supervised departmental field trips;
- Registered postgraduate students of the University whilst travelling abroad on University of Cambridge business.

Cover is comprehensive and will meet claims caused by terrorist actions. Currently no charge is made for this cover as the costs will be met by the University’s insurance budget but University travellers must always register their journey and print out confirmation of cover prior to making any trip outside the UK.

University travellers can obtain a summary of cover and exclusions, guidance, confirmation of cover and travel documentation via the University website.

http://www.admin.cam.ac.uk/offices/insurance/travel/

8.2 Application process for University travellers

Employees and registered postgraduate students of the University of Cambridge should use this system to declare their travel plans. Once you have entered the required data, the system will automatically issue you with a letter from the University Insurance Manager confirming that you have insurance for your trip. You should keep the letter of confirmation of insurance in a safe place as it contains important information you will need in the event of a claim. You may also be asked to provide confirmation of travel insurance when entering the country you intend to visit or when applying for a visa.

During the application process you will be asked to provide:

- Department/division or subsidiary company name
- Your payroll number
- The countries to be visited
- The dates of your journey
- The purpose of your journey
- Confirmation of good health and that where you have a medical condition your doctor has agreed to the trip.

As well as a letter of confirmation of cover, an outline of the main policy benefits and exclusions and details for the FirstAssist Emergency Service. Keep these details with your documents. You will need the First Assist contact details if you need to make a claim, you might wish to enter the helpline number onto your telephone’s contacts list.
8.3 Application process for departmental fieldtrips

Organisers of supervised departmental fieldtrips to places outside the UK should arrange cover direct with the Insurance Section.

Administrators wishing to arrange this cover should complete the Supervised Departmental Fieldtrip Travel Insurance application form available from the Insurance Section web site. This should be sent to the Insurance section at least two weeks before the planned trip.

Microsoft Word documents should be completed and returned by email to the Insurance Section. PDF documents should be printed out, completed and faxed to the Insurance Section on 01223 765988.

8.4 Making a claim

In the field, contact First Assist. On return, please complete the claim form and provide receipts and quotations to support your claim. Claim forms must be submitted to the Insurance Section within 30 days of the incident.

Thefts must have been reported to the local police within 48 hours of discovery. If not, no claim can be made for replacement of the stolen items. Claim forms are available on the insurance webpage and or from the Insurance Section.
9. Insurance for Fine Arts, Old Books, Artefacts and Valuable Objects

9.1 Background

The University owns and borrows a great many works of art, old books, artefacts and valuable objects. Many of these items are held within the University’s museums, art galleries and the University Library. However, most University buildings have a few works of art, old books and valuable objects. The University does not insure these items except as detailed in notes 9.2, 9.3, 9.4 and 9.5 of this guidance.

9.2 University Museums, Galleries and the University Library

From 1 August 2008 cover has been arranged for the permanent collections of the:

- University Library
- Fitzwilliam Museum
- Museum of Archaeology & Anthropology
- Museum of Classical Archaeology
- Whipple Museum of History of Science
- Sedgwick Museum of Earth Sciences
- Museum of Zoology
- Kettle’s Yard Gallery
- Scott Polar Research Institute.

The Directors and Curators of these institutions are aware of the details of this insurance and insurers risk management requirements.

9.3 Owned items

University Departments and Institutions can buy insurance for specific items. To arrange cover please contact the Insurance Section stating the items to be insured and their value. Insurers’ requirements vary and are dependant on the nature and value of the items to be insured. Details of insurers risk management requirements will be provided by the insurance section when insurance is arranged.

9.4 Items on loan

University Departments and Institutions can buy insurance for items they have borrowed on long or short term loans. To arrange cover please contact the Insurance Section stating the items to be insured and their value. Insurers’ requirements vary and are dependant on the nature and value of the items to be insured. Details of insurers’ risk management requirements will be provided by the insurance section when insurance is arranged.
9.5 Exhibition and transit insurance

University Departments and Institutions can buy insurance for exhibitions and for the transit of Fine Arts, Old Books, Artefacts and Valuable Objects.

To arrange cover please contact the Insurance Section stating:

- the items to be insured and their value
- details of the exhibition and transit.

Insurers’ requirements vary and are dependant on the nature and value of the items to be insured and the details of the exhibition or transit. Details of insurers risk management requirements will be provided by the insurance section when insurance is arranged.
10. Engineering Insurance and Inspection for Pressure Vessels, Lifting Equipment and Lifts

10.1 Insurance cover

Insurance is in place for sudden and unforeseen damage (including accidental damage, breakdown, explosion and collapse) to pressure vessels, lifting gear and lifts. However, it is a condition of insurance that statutory inspections have taken place and that maintenance standards meet the regulatory requirements. To make a claim please contact the Insurance Section.

10.2 Statutory inspections

Statutory regulations apply to the management and maintenance of pressure vessels, lifting equipment and lifts. Inspection requirements for plant and equipment are laid down by the regulators and one of the key requirements is that inspections of equipment are carried out by independent engineering inspectors.

Owners and users of equipment are obliged to ensure that approved independent engineering inspectors are appointed and that adequate information is provided to the inspectors to enable them to locate and inspect the owner’s plant and equipment. The University has appointed approved independent engineering inspectors.

Guidance about Pressure Vessel and Lifting Equipment inspection services can be found on the Health & Safety division website.

Particular attention should be given to H&S publications:
- “A code of Practice for Pressure Equipment in the University of Cambridge”
- “A Code of Practice for the Use of Lifting Equipment in the University of Cambridge.”

Lifts are managed by EMBS in association with the Lift Maintenance Team based in the Engineering Department.

10.3 Departmental duties

It is a departmental duty to:

a) Notify equipment to the inspection service;
b) Ensure that inspections are being carried out on or before the due date;
c) Ensure that inspection reports are read and acted upon.

Legal responsibility for ensuring that Statutory Inspections are completed on time cannot be delegated to a third party. Failure to comply with Statutory Inspection Requirements could lead to prosecution by the Health & Safety Executive or other enforcing authority as well as compromising continued safe operation of the Plant.
It is therefore strongly recommended that you establish a system whereby inspection dates are monitored in order that action can be taken to prevent inspections becoming overdue. The appointed independent inspectors can provide you with access to their database system which should assist you with the necessary monitoring. Details of the current inspectors are available from Health & Safety.

10.4 Payment for the inspection service

For new equipment the costs of initial inspection and the production of a “Written Scheme of Examination” sit with the owner of the equipment (usually the department but for building related equipment such as boilers this sits with EMBS).

Ongoing inspection and insurance is covered by the University insurance budget and the Inspectors will bill the Finance Division directly for their services.
## Appendix A: Clinical Trials Insurance Terminology

<table>
<thead>
<tr>
<th>Funder(s)</th>
<th>The organisation(s) providing funding for the study through contracts, grants or donations to an authorised member of either the employing and/or care organisation. External funders rarely act as sponsor*, the main exception being pharmaceutical companies who make special arrangements for insurance and are not the subject of this guidance. The University’s Research Services Division and Addenbrookes Research &amp; Development offices deal with funding matters.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medical Defence Union membership</td>
<td>Membership confers certain rights and access to services including a helpdesk. Membership categories are determined by the type and level of work undertaken by the member, as declared to the MDU. A member engaged in private work will pay increased fees so that he can have the protection of commercial professional indemnity insurance often called medical malpractice cover. All non-NHS work counts as private work. Work exclusively for GP practices and the University is classified as private work. The Medical Malpractice insurance provided by the MDU covers the professional advice and treatment given by named medical practitioners. However, it does not provide insurance for designing research protocols (for this, PIs must ensure University Clinical Trials insurance is in place). To have the benefit of this medical malpractice cover the medical professional must have registered for it with the MDU and must be named on the MDU’s block insurance policy. Listing on the policy provides insurance cover for the named individual but not for their staff (i.e. other medical practitioners or nurses assisting the named individual). MDU members enrolled only as NHS doctors do not have automatic medical malpractice insurance with the MDU, so where they are engaged in non-NHS work they should advise the MDU in writing and ensure that they have appropriate insurance. Members should not rely on this brief guidance note but should check their status and cover with their MDU. The University’s terms of employment state that medical malpractice insurance is not provided by the University for employees, and medical staff are required to join a medical defence union at an appropriate level.</td>
</tr>
</tbody>
</table>
| NHS Indemnity | A discretionary scheme for the settlement of NHS patient claims. Generally claims are investigated on the basis of negligent harm. However the scheme is not bound to settle only on a negligent
<table>
<thead>
<tr>
<th><strong>Pharmaceutical Company Drug Trials</strong></th>
<th>Insurers will not cover early phase drug trials. Such studies must have Association of British Pharmaceutical Industry standard insurance and this should be provided by the drug company who are commissioning the drug trial.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Site and Equipment Risks</strong></td>
<td>Risks associated with the site and equipment used in the execution of the protocol. These risks should be insured by the responsible party (NHS, University, Product Manufacturing Company, GP surgery etc) depending on where the research is to be carried out and the equipment to be used. These matters can be discussed with the University Insurance Section.</td>
</tr>
</tbody>
</table>
| **Sponsor**                           | The organisation taking primary responsibility for ensuring that the design of the study meets appropriate standards and that arrangements are in place to ensure appropriate conduct and reporting. The Sponsor may, but does not have to be, the main Funder*. Studies can be:  
  - “jointly sponsored” as when the University jointly sponsors with the Addenbrookes Trust; or  
  - “solely sponsored” where only one organisation acts as sponsor.  
  The University’s Research Services Division and Addenbrookes Research & Development offices deal with sponsorship matters. Certainty of sponsor is required by the insurance office before insurance can be arranged, researchers should therefore contact RSD and R&D early and establish who is acting as sponsor. |
| **Treatment Risks**                   | Risks associated with the clinical execution of the protocol. Insurance/Indemnity cover is provided either:  
  - under the NHS indemnity scheme for jointly sponsored studies- for this the research staff must have honorary contracts with the NHS partner to the research; or  
  - for solely sponsored University research, the researchers must make the sponsorship status clear when arranging cover with the University Insurance Section. |