

INDEMNIFICATION FOR TEACHERS

A Assaults on Teachers - Payment to teachers in the event of death or permanent disablement arising from assault.

1. Employing authorities shall make payments in accordance with paragraphs 2 and 3 hereof to any teacher or, in the event of death, jointly to the dependants of any teacher whose contract of service incorporates the Conditions of Service as amended from time to time, in the event of death or permanent disablement of the teacher arising from a violent or criminal assault suffered by the teacher in the course of or as an immediate and direct consequence of his/her employment.
2. In the event of death within twelve months from the date of the assault and in the opinion of the employing authority, by reason thereof, where the teacher has left one or more dependants, the equivalent of five years gross remuneration at the rate applying at the date of the assault or £35,000 whichever is the greater. Where the teacher has left no dependants the sum of £950 shall be payable.
3. In the event of permanent total or partial disablement as a result of the assault the percentage specified in the scale set out in the Appendix shall refer to five times gross remuneration applying at the date of the assault or £35,000 whichever is the greater, provided that such payments shall, at the discretion of the employing authority, be reduced by the amount of any damages, or compensation recoverable in respect of the particular injuries, including compensation awarded under the Criminal Injuries (Compensation) (Northern Ireland) Order 1988 (including any statutory modification or re-enactment thereof for the time being in force).

Note: “Dependants” in these paragraphs means (a) a spouse residing with the teacher at the date of death, or if not residing, wholly or substantially supported by the teacher and (b) a child who was wholly or mainly dependent on the teacher at the date of death and who has either not attained the age of 17 or who has since attaining the age of 17 been engaged continuously in full time education or in training for a trade, profession or vocation; and/or (c) where they are wholly or substantially supported by the teacher, a parent, brother or sister or a son or daughter in excess of the limits referred to in (b) above.

B Loss or Damage to Personal Property

4. The employer may make an ex-gratia payment for loss of, or damage to, personal property which occurs in the course of or as an immediate and direct consequence of his/her employment subject to an excess of £35.00 on each and every claim and to a maximum payment of £350.00 on any one claim.
5. The employer shall not normally make an ex-gratia payment in any of the following circumstances:-
 - (a) where the property involved should not reasonably have been taken into the employer's premises, e.g. cameras and jewellery;
 - (b) where personal property is left overnight, even if locked away;
 - (c) where personal property is not locked away and left unattended during the working day; and
 - (d) where loss or damage can be attributed to the owner's negligence or carelessness.
6. In no circumstances will the employer make an ex-gratia payment for loss of personal cash or for loss of or damage to any motor vehicle.

C Teachers on Out of School Activities

7. Provided the prior approval of the employing authority has been obtained the teacher or his/her dependants shall in certain circumstances be entitled to compensation for death, personal loss or injury sustained during activities voluntarily taken out of school but during an activity which is outside the scope of his/her contract of employment.

The provisions made by the authority for this shall be not less favourable than and otherwise be in accordance with those set out in the Appendix.

APPENDIX

SCALE OF COMPENSATION

Payments to Staff in the Event of Death or Permanent Disablement Arising from Assault.

1. Death, total and irrecoverable loss of all sight in one or both eyes, total loss by physical severance or complete loss of use of one or both hands or feet at or above wrist or ankle, occurring within 12 months from the date of the assault100%.
2. Permanent total and absolute disablement (other than as stated at Item 1) from engaging in or giving attention to an profession or occupation of any kind100%.
3. Permanent partial disablement (not otherwise provided for above) the percentage of the capital sum set against the degree of disablement in the following table:-

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|-----|--|-----|
| (a) | Total loss of hearing in both ears | 40% |
| (b) | Total loss of hearing in one ear | 10% |
| (c) | Complete loss of use of hip or knee or ankle | 20% |
| (d) | Removal of the lower jaw by surgical operation | 30% |
| (e) | Fractured leg or foot with established non-union | 25% |
| (f) | Fractured knee-cap with established non-union | 20% |
| (g) | Shortening of a leg by at least 3 centimetres | 15% |
| (h) | Loss by amputation or complete loss of: | |

	<u>Right</u>	<u>Left</u>
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(to be reversed if insured person is left-handed)

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|-------|---|-----|-------|
| (i) | one thumb | 20% | 17.5% |
| (ii) | one index finger | 15% | 12.5% |
| (iii) | any other finger | 10% | 7.5% |
| (iv) | one big toe | 10% | 10% |
| (v) | any other toe | 3% | 3% |
| | | | |
| (i) | Complete loss of use of shoulder or elbow | 25% | 20% |
| (j) | Complete loss of use of wrist | 20% | 15% |