

**Morton Michel**  
The Childcare Insurance Specialist



# Nanny

— Policy Wording —

Arranged by **Morton Michel** and insured by **Covéa Insurance**  
under the **Home Childcare** policy

# Home Childcare Policy

Thank **you** for choosing Morton Michel to arrange **your** policy which is insured by Covéa Insurance.

This is **your** policy. It sets out the details of **your** insurance contract with Covéa Insurance.

**Your** premium and the other terms of **your** policy have been calculated upon the information shown in the policy **schedule** and recorded in:

- any application for the insurance completed by **you** or on **your** behalf (Proposal Form, Statement of Fact or electronic application)
- any written information supplied by **you** supplementary to the application for the insurance
- any declaration in connection with the above.

Please read the policy and **schedule** carefully to ensure that the cover meets **your** requirements.

Please contact **your** insurance broker if **you** have any questions or if **you** wish to make any adjustments.

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# Introduction

## About Your Policy

Each Section of this policy, the **schedule** and any endorsements, together with this Introduction and the General Definitions, General Conditions, Claims Conditions and General Exclusions will be read as one document.

Any word or expression given a specific meaning in:

1. the **schedule**, and policy endorsements, or this Introduction and the General Definitions, General Conditions, Claims Conditions and General Exclusions will have the same meaning throughout the policy unless **we** state otherwise
2. an individual Section or any Section endorsement will only have the same meaning throughout such Section or endorsement unless **we** state otherwise.

Any such word or expression given a specific meaning will be highlighted with bold text within the policy wording.

In return for **you** having paid or agreed to pay the premium for the **period of insurance**, **we** will indemnify **you**, subject to the terms contained in or endorsed on the policy, in respect of **damage, bodily injury** or liability or pay other benefits which fall within the operative Sections of this policy, provided that the **damage or bodily injury**, liability or other matter which gives rise to the claim occurs (or in the case of the Employers' Liability Section is caused or in the case of the Professional Indemnity Section is first notified) during the **period of insurance** and in connection with the **business**.

The **schedule** shows the Sections of the policy that are operative.

### IMPORTANT

This policy is a legal contract.

**You** have a duty to make a fair presentation of the risk which is covered by this policy. Therefore **you** should ensure that any information **you** have provided to **us** and the content of any application (Proposal Form, Statement of Fact or electronic application) is accurate and complete. Where **you** have provided **us** with information which relates to matters of **your** expectation or belief, it does not matter if such information turns out to be inaccurate provided that **you** acted in good faith when **you** provided **us** with such information. If **you** do not comply with **your** duty to make a fair presentation of the risk, **your** policy may not be valid or the policy may not cover **you** fully or at all.

**You** must also tell **us** about any facts or changes which affect **your** insurance and which have occurred either since the policy started or since the last renewal date.

If **you** are not sure whether certain facts are relevant please ask **your** insurance broker. If **you** do not tell **us** about relevant changes, **your** policy may not be valid or the policy may not cover **you** fully or at all.

**You** should keep a written record (including copies of letters) of any information **you** give **us** or **your** insurance broker.

# Customer Information

## How to make a Claim

If **you** have a claim (other than under the Legal Expenses Section), or are aware of an incident that could result in a claim, please contact Morton Michel on **0208 603 0942** or Covea Insurance plc on **0330 134 8187**.

To ensure **we** maintain a high quality service, **we** may monitor or record telephone calls.

From the moment **you** or **your** insurance broker call, **we** will take full responsibility for dealing with **your** claim. When **you** telephone please ensure **you** have **your** policy number and details of the claim to hand.

**We** will:

- confirm whether the event is insured
- if necessary, arrange for a loss adjuster to contact **you**
- give **you** advice on how **your** claim will be dealt with and any **excess you** may have to pay.

In most cases **you** will need to complete a claim form.

If **we** cannot settle immediately, **your** claim will be under the personal control of a nominated claims handler who will manage the whole claim and will act as **your** point of contact. **We** will give **you** regular progress reports and settle **your** claim as fairly and promptly as possible.

If **you** need to make a claim under the Legal Expenses Section **you** must notify ARAG plc as soon as possible.

1. If an **insured person** instructs their own solicitor or accountant without telling ARAG plc, they will be liable for costs that are not covered by this policy.
2. A claim form can be downloaded at [www.arag.co.uk/newclaims](http://www.arag.co.uk/newclaims) or requested by telephoning **0330 303 1955** between 9am and 5pm weekdays (except bank holidays).
3. The completed claim form and supporting documentation can be returned by email, post or fax. Further details are set out in the claim form itself.
4. ARAG plc will send the **insured person** a written acknowledgment by the end of the next working day after receiving their claim form.
5. Within five working days of receiving all the information needed to assess the availability of cover under the Legal Expenses Section, ARAG plc will write to the **insured person** either:
  - (a) confirming cover under the terms of this policy and advising the **insured person** of the next steps to progress their claim; or
  - (b) if the claim is not covered, ARAG plc will explain in full the reason why and advise whether they can assist in another way.
6. When a representative is appointed they will try to resolve the **insured person's** dispute without delay, arranging mediation whenever appropriate. Sometimes matters cannot be resolved quickly, particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

## Helplines

These Helpline services are provided by ARAG plc. Helplines are subject to fair and reasonable use and will only incur the cost of the call (unless otherwise stated).

**To help ARAG check and improve service standards, all inbound and outbound calls will be recorded, except those to the counselling helpline.**

### Legal and Tax Advice

If **you** have a legal or tax problem relating to **your business**, **we** recommend **you** call ARAG's confidential legal and tax advice helpline. Legal advice is available 24 hours a day, 365 days of the year, and tax advice is available between 9am and 5pm on weekdays (except bank holidays).

## Customer Information

*Continued*

The advice covers professional and business-related legal matters within UK and EU law and tax matters within the UK. **Your** query will be dealt with by a qualified specialist who is experienced in handling legal and tax-related matters. Use of this service does not constitute reporting of a claim.

**To contact the above services, phone 0330 303 1466 quoting Morton Michel policy and your policy number.**

### Redundancy Assistance

If **you** have **employees** and are planning redundancies, ARAG can arrange for specialist consultancy assistance for **you**. This will assist **you** to implement a fair selection process and ensure that the redundancy notices are correctly served. This service offers document review and telephone or written advice and is subject to a charge. If **you** would like to arrange Redundancy Assistance, please call ARAG between 9am and 5pm on weekdays (except bank holidays).

**To contact the above service, phone 0330 303 1955 quoting Morton Michel policy and your policy number.**

### Crisis Communication

Following an event that has attracted negative publicity which could affect **your business**, **you** can access professional public relations support from ARAG's Crisis communication experts at any time. In advance of any actual adverse publicity, where possible, initial advice for **you** to act upon will be provided over the phone. If **your** circumstances require professional work to be carried out at that time, ARAG can help on a consultancy basis and subject to you paying a fee. Where an event has led to actual publicity online, in print or broadcast, that could damage **your** business, **you** are insured against the costs of crisis communication services under Insured Event 11 (Crisis Communication) when **you** use this helpline.

**To contact the above service, phone 0344 571 7964 quoting Morton Michel policy and your policy number.**

### Counselling Assistance

ARAG's qualified counsellors will provide free confidential support and advice by phone to **you**, any **employees** **you** have and family members who are suffering from emotional upset or feeling worried and anxious about a personal or work-related problem.

**To contact the service, phone 0333 000 2082. The Counselling Assistance helpline is open 24 hours a day, seven days a week.**

### Identity Theft Resolution

This service is available to the principal, executive officers, directors and partners of **your business** and to self employed professionals, between 9am and 5pm on weekdays (except bank holidays). ARAG will provide advice to help keep executives'/professionals' personal identity secure. Where identity theft is suspected, specialist caseworkers can help the victim to correspond with their card issuer, bank or other parties to restore their credit rating. Callers can claim for expenses incurred to put things right when using this helpline.

**To contact the service, phone 0333 000 2083 quoting Morton Michel policy and your policy number.**

## Customer Services

### Business Legal Services

Register today at [www.araglegal.co.uk](http://www.araglegal.co.uk) by entering the code below to set up **your** user access to a business law guide and business legal documents such as employment documentation and letters to chase debts.

Business Voucher Code - **ARAG753BIZ**

### Consumer Legal Services

Register today at [www.araglegal.co.uk](http://www.araglegal.co.uk) by entering the code below to set up **your** user access to a consumer law guide and useful legal documents and letters to help with consumer legal matters. For example **you** can get a free will or read about how the law protects **you** when **you** are an employee or when **you** enter into a contract to buy goods and services.

Consumer Voucher Code - **ARAG697CON**

# Customer Information

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## Important Information

### Choice of Law

The parties to an insurance contract are free to choose the law that will apply. Unless **we** agree in writing with **you** otherwise, this insurance will be subject to the law applying in that part of the United Kingdom, Channel Islands or Isle of Man where **you** have **your** principal place of business. If there is any dispute, the law of England and Wales will apply.

### How to Make a Complaint to Morton Michel

If **you** have a complaint regarding the suitability of this policy for **your** needs, the information and advice **you** received whilst it was originally being discussed, the operation or administration of the policy **you** should contact Morton Michel using the following details.

The Compliance Executive

Morton Michel  
Alhambra House  
9 St Michaels  
Road  
Croydon  
CR9 3DD

Telephone number **0208 603 0942**

Email: **compliance@mortonmichel.com**

### How to Make a Complaint to Covéa Insurance

If **your** complaint relates to the cover under this policy or the way a claim is/has been handled (other than for Legal Expenses cover) please contact **us** using the following details.

Customer Relations  
Covéa Insurance  
Norman Place  
Reading  
Berkshire RG1 8DA

Telephone: **0330 221 0444**

Calls may be recorded for training and evidential purposes.

Website: **www.coveainsurance.co.uk**

Email: **customer.relations-rdg@coveainsurance.co.uk**

Full details of the Covéa Insurance Internal Complaints Procedure are detailed in **our** leaflet 'Complaints Procedure' which is available on request or may be downloaded from **our** website at **www.coveainsurance.co.uk/complaints**

### How to Make a Complaint to ARAG plc

If **your** complaint relates to the Legal Expenses cover, please contact ARAG using the following details.

The Customer Relations Department  
ARAG plc  
9 Whiteladies Road  
Clifton  
Bristol  
BS8 1NN

## Customer Information

*Continued*

Telephone: **0117 917 1561**

Calls may be recorded for training and evidential purposes. (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays).

Email: **customerrelations@arag.co.uk**

Should **you** remain dissatisfied **you** can pursue **your** Legal Expenses complaint further with Lloyd's, One Lime Street, London EC3M 7HA or contact Lloyd's by telephone on **0207 327 5693** or email them at **complaints@lloyds.com**  
Website **www.lloyds.com/complaints**

Using these services does not affect **your** right to take legal action.

Please be ready to provide all relevant details of **your** policy and in particular **your** policy or claim number (if allocated) to help **your** enquiry or complaint to be dealt with speedily.

### Financial Ombudsman Service

**You** may be eligible to refer **your** complaint to the Financial Ombudsman Service. There are a few instances where they will not be able to assist and they will confirm if **your** complaint is eligible when **you** contact them.

Their contact details are:

Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

Telephone: **0800 023 4567**

Website: **www.financial-ombudsman.org.uk**

Email: **complaint.info@financial-ombudsman.org.uk**

You can also register a complaint with the European Union's Online Dispute Resolution (ODR) Platform. Their website is <http://ec.europa.eu/consumers/odr/>.

The ODR will simply pass your complaint to the Financial Ombudsman Service.

### Financial Services Compensation Scheme

The insurers under this policy are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if the insurer cannot meet its liabilities under this insurance.

Further information is available from:

The Financial Services Compensation Scheme  
10th Floor  
Beaufort House  
15 St Botolph Street  
London EC3A 7QU.

Telephone: **020 7741 4100**

Website: **www.fscs.org.uk**

Email: **enquiries@fscs.org.uk**



# Customer Information

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## How We Use Your Information

Please visit [www.coveainsurance.co.uk/dataprotection](http://www.coveainsurance.co.uk/dataprotection) for further information about how and when we process your personal information under our full Privacy Policy.

The personal information, provided by **you**, is collected by or on behalf of Covea Insurance plc (**we, us, our**) and may be used by **us, our** employees, agents and service providers acting under **our** instruction for the purposes of insurance administration, underwriting, claims handling, for research or for statistical purposes.

**We** may process **your** information for a number of different purposes. For each purpose **we** must have a legal ground for such processing. When the information that **we** process is classed as “sensitive personal information”, **we** must have a specific additional legal ground for such processing.

Generally, **we** will rely on the following legal grounds:

- It is necessary for **us** to process **your** personal information to provide **your** insurance policy and services. **We** will rely on this for activities such as assessing **your** application, managing **your** insurance policy, handling claims and providing other services to **you**
- **we** have an appropriate business need to process **your** personal information and such business need does not cause harm to **you**. **We** will rely on this for activities such as maintaining **our** business records and developing, improving **our** products and services
- **we** have a legal or regulatory obligation to use such personal information
- **we** need to use such personal information to establish, exercise or defend **our** legal rights
- **you** have provided **your** consent to **our** use of **your** personal information, including sensitive personal information.

### How We Share Your Information

In order to sell, manage and provide **our** products and services, prevent fraud and comply with legal and regulatory requirements, **we** may need to share **your** information with the following third parties, including:

- reinsurers, regulators and authorised/statutory bodies
- credit reference agencies
- fraud prevention agencies
- crime prevention agencies, including the police
- suppliers carrying out a service on **our**, or **your** behalf
- product providers where you have opted to buy additional cover
- other insurers, business partners and agents
- other companies within the Covea Insurance Group.

### Marketing

**We** will not use **your** information or pass it on to any other person for the purposes of marketing further products or services to **you** unless **you** have consented to this.

### Fraud Prevention and Detection

In order to prevent or detect fraud and money laundering **we** will check **your** details with various fraud prevention agencies, who may record a search. Searches may also be made against other insurers’ databases. If fraud is suspected, information will be shared with those insurers. Other users of the fraud prevention agencies may use this information in their own decision making processes.

**We** may also conduct credit reference checks in certain circumstances, **you** can find further details in **our** full Privacy Policy explaining how the information held by fraud prevention agencies may be used or in which circumstances **we** conduct credit reference checks and how these checks might affect **your** credit rating.

## Customer Information

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### Automated Decisions

**We** may use automated tools with decision making to assess **your** application for insurance and for claims handling processes, such as price rating tools, flood, theft and subsidence area checks and credit checks. These automated decisions will produce a result on whether **we** are able to offer insurance, the appropriate price for **your** policy or whether **we** can accept **your** claim. If **you** object to an automated decision, **we** may not be able to offer **you** an insurance quotation or renewal.

### How to Contact Us

Please contact **us** if **you** have any questions about **our** Privacy Policy or the information **we** hold about **you**: The Data Protection Officer, Covea Insurance plc, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX or email: [dataprotection@coveainsurance.co.uk](mailto:dataprotection@coveainsurance.co.uk)

## Employers' Liability Tracing Office

If **your** policy provides Employers' Liability cover information relating to **your** insurance policy will be provided to the Employers' Liability Tracing Office (the "ELTO") and added to an electronic database (the "Database") in a format set out by the Employers' Liability Insurance: Disclosure By Insurers Instrument 2010.

The Database assists individual consumers (the "Claimants") who have suffered an employment related injury or disease arising out of their course of employment in the UK whilst working for employers carrying on, or who carried on, business in the UK and who are covered by the employers' liability insurance of their employers to identify:

- which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and
- the relevant employers' liability insurance policies.

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

The Database will be managed by the ELTO and further information can be found on the ELTO website: [www.elto.org.uk](http://www.elto.org.uk)

## Registration and Regulatory Information

### Insurers Under the Policy

Covea Insurance plc is the insurer under this policy except under the Legal Expenses Section, where the insurer is Brit Syndicate 2987 at Lloyd's.

### Covea Insurance plc

Covea Insurance plc is registered in England and Wales under number 613259. It underwrites general insurance business. It is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The Financial Conduct Authority and Prudential Regulation Authority are independent watchdogs that regulate financial services.

**Our** Financial Services Register number is 202277. **You** can check this on the Financial Services Register by visiting the Financial Conduct Authority website [www.fca.org.uk/register](http://www.fca.org.uk/register)

Registered Office: Norman Place, Reading, Berkshire RG1 8DA.

**ARAG plc**

ARAG plc is authorised to administer the Legal Expenses Section of this policy on behalf of the insurer Brit Syndicate 2987 at Lloyd's (written under unique market reference B0356KA233D12A000 or replacement thereof). ARAG plc is registered in England under number 02585818. ARAG plc is authorised and regulated by the Financial Conduct Authority firm registration number 452369. Brit Syndicates Limited, the managing agent for Brit Syndicate 2987 at Lloyd's, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. This can be checked by visiting the FCA website at <https://register.fca.org.uk/>

Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN.

**Morton Michel**

This policy is arranged for **you** by Morton Michel Limited.

Morton Michel Limited ('Morton Michel') is a private company limited by shares incorporated in England and Wales under registered number 5120835.

Its Registered Office is PIB Group, Rossington's Business Park, West Carr Road, Retford, Nottinghamshire DN22 7SW. It is authorised and regulated by the Financial Conduct Authority. It appears on the Financial Services Register under number 527300. **You** can check this on the Financial Services Register by visiting the Financial Conduct Authority website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on **0800 111 6768** (freephone), or **0300 500 8082**.

## General Definitions

Each Section of the policy contains definitions which apply to that particular Section and they must be read in conjunction with the following General Definitions.

<b>act of terrorism</b>	<p>an act or threatened act that:</p> <ol style="list-style-type: none"><li>1. involves a violent or an unlawful use of force or an unlawful act dangerous to human life, property or infrastructure, or threat thereof and</li><li>2. is or appears to be intended to intimidate or coerce a civilian population or disrupt any segment of the economy of any government, state or country or overthrow, influence or affect the conduct or policy of any government by intimidation or coercion or affect the control of any government by mass destruction, assassination, kidnapping or hostage taking and</li><li>3. is committed for political, religious, ideological or other similar purposes</li></ol>
<b>bodily injury</b>	death, injury, illness, disease or shock
<b>business</b>	<p>the business activities as stated in the <b>schedule</b> and including:</p> <ol style="list-style-type: none"><li>1. participation as an exhibitor at trade shows and exhibitions</li><li>2. the ownership repair and maintenance of the <b>premises</b></li></ol>
<b>damage</b>	loss, destruction or damage unless otherwise excluded
<b>electronic data</b>	Facts, concepts or information in a form usable for communications, interpretation or processing by electronic or electro-mechanical data processing or electronically controlled equipment which includes programmes, software, firmware, operating systems or other coded instructions for the processing or manipulation of data
<b>employee</b>	<p>in connection with <b>your business</b> any:</p> <ol style="list-style-type: none"><li>1. person under a contract of service or apprenticeship to <b>you</b></li><li>2. labour master or labour only sub contractor or person supplied by them</li><li>3. self employed person providing labour only</li><li>4. trainee or person undergoing work experience, training, study or exchange scheme</li><li>5. person hired to or borrowed by <b>you</b></li><li>6. voluntary workers</li></ol>
<b>excess</b>	the amount for which <b>you</b> will be responsible and which will be deducted from each and every claim after the application of any condition of average
<b>family</b>	<b>your</b> spouse, children, parents and any other relations permanently living with <b>you</b>
<b>Great Britain</b>	England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man nor the Channel Islands
<b>operative sections</b>	the Sections which <b>you</b> have selected and for which cover is provided by this policy
<b>period of insurance</b>	the period stated in the <b>schedule</b> as the period of insurance

## General Definitions

<b>pollutants</b>	any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals and waste (waste includes materials to be recycled, reconditioned or reclaimed)
<b>pollution or contamination</b>	pollution, contamination, sooting, deposition, impairment with dust, chemical precipitation, poisoning, epidemic and disease (including but not limited to foot and mouth disease), adulteration, impurification or limitation or prevention of the use of objects because of hazards to health
<b>premises</b>	the domestic premises at which <b>you</b> are contracted to provide the <b>business</b>
<b>schedule</b>	this provides details of <b>you</b> , the <b>period of insurance</b> , the <b>operative sections</b> of the policy and the sums insured and limits which apply and specifies any endorsements and conditions which amend the standard policy wording
<b>territorial limits</b>	the <b>United Kingdom</b> , the Isle of Man and the Channel Islands
<b>United Kingdom</b>	<b>Great Britain</b> and Northern Ireland
<b>we, us, our</b>	Covea Insurance plc
<b>you, your, yours, policyholder</b>	the person, persons or company or the management committee for the time being of the <b>business</b> named as the Insured in the <b>schedule</b>

# General Conditions

The following General Conditions will apply to all Sections of this policy unless stated otherwise.

## 1. Acts of Parliament and Statutory Instruments

All legal instruments and rules referred to in this policy include any subsequent amendments or re-enactments of those Acts and any equivalent legislation which is enforceable within the **territorial limits**.

## 2. Alteration in Risk

**You** or **your** insurance broker must tell Morton Michel or **us** immediately if during the **period of insurance** there is any alteration in risk or to the facts which **you** disclosed when **you** took out this policy, which materially affects the risk of injury, loss, **damage** or liability which would fall within the policy cover. This includes but is not limited to alterations to the **business** or the **premises**.

When **you** tell **us** about an alteration in risk, **we** may apply additional terms and conditions to this policy (including but not limited to premium) or, if the risk is unacceptable to **us**, **we** may cancel the policy in accordance with General Condition 3 (b) - Our Rights to Cancel the Policy.

If **you** fail to tell **us** about an alteration in risk, **we** may:

- (a) terminate the policy back to the date when the alteration occurred, if **we** would have cancelled the policy had **you** told **us** of the alteration in risk
- (b) proportionately reduce the amount payable in respect of a claim; and/or
- (c) treat the policy as if it contained such different terms (other than relating to the premium) that **we** would have applied to the policy had **you** told **us** of the alteration in risk.

Any reduction in claims payments or application of different terms will take effect from the date on which the alteration in risk occurred.

Where **we** elect to proportionately reduce the amount payable in respect of a claim, **we** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **you** actually paid with the premium which **we** would have charged had **you** told **us** about the alteration in risk.

For example, if the premium which **you** actually paid is 70% of the premium **we** would have charged, **we** will only pay 70% of any claim.

## 3. Cancellation

### (a) Your Rights to the Cancel the Policy

**You** may cancel this policy by giving written instructions to Morton Michel at Morton Michel, Alhambra House, 9 St Michaels Road, Croydon CR9 3DD or to **us** at Covea Insurance plc, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX. **You** may cancel this policy at any time from the date it begins or from the date **you** receive this policy wording and **schedule**, whichever is the later. If cover has not yet started **you** will receive a full refund of the premium. If cover has started **we** will refund the premium for the exact number of days left on the policy. No refund will be given if a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **period of insurance**.

### (b) Our Rights to Cancel the Policy

**We** or any agent appointed by **us** and acting with **our** authority have the right to cancel **your** policy, where there is a valid reason for doing so.

**We** will give **you** fourteen days notice of cancellation in writing, by recorded delivery, to the latest address **we** have for **you** and will set out **our** reason for cancellation in **our** letter. Valid reasons may include but are not limited to:

- (i) not
  - paying a premium when it is due

## General Conditions

The following General Conditions will apply to all Sections of this policy unless stated otherwise.

- co-operating with **us**, or sending **us** information or documentation that materially affects **our** ability to process the policy or **our** ability to defend **our** interests
- taking all reasonable precautions to prevent or minimise **damage**, accident or injury as required by General Condition 9 – Reasonable Precautions of this policy

and failing to put this right when **we** ask **you** to by sending **you** seven days written notice to **your** latest address

(ii) use of threatening or abusive behaviour or language, or intimidation or bullying of **our** staff or suppliers.

If **we** cancel **your** policy, **we** will refund the premium for the exact number of days left on the policy unless a claim or an incident likely to give rise to a claim has occurred during the current **period of insurance**. No refund will be given if a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **period of insurance**.

### 4. Change of Risk or Interest

This policy will be avoided if:

(a) **your** interest ceases other than by death

(b) the **business** is wound up or carried on by a liquidator or receiver or permanently discontinued at any time after the commencement of this insurance unless **we** have accepted the change.

Nothing contained in this policy will give any right against **us** to any person other than **you** except to a transferee approved by **us**.

### 5. Contracts (Rights of Third Parties) Act 1999

A person or company who was not a party to this policy has no right under the Contracts (Rights of Third parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

### 6. Excess Clause

Where stated in the policy or **schedule you** will be responsible for paying an **excess** in relation to each and every claim made by **you** under this policy.

If a claim is made for **damage** under more than one Section resulting from the same cause and at the same time, **you** will only pay one **excess** and if different **excesses** apply, **you** will pay the higher amount.

### 7. Fair Presentation of the Risk

**You** must make a fair presentation of the risk when **you** first take out this policy and also whenever **you** renew it or ask **us** to change **your** cover.

If **you** fail to make a fair presentation of the risk including failing to disclose or misrepresenting a material fact or disclosing material facts to **us** in a way which is not clear and accessible **we** may avoid this policy and refuse all claims where:

(a) such failure was deliberate or reckless

(b) **we** would not have entered into this policy on any terms had **you** made a fair presentation of the risk.

Should **we** avoid this policy **we**:

(a) will treat the policy as if it had not existed from the start date, the renewal date, or the date when **you** asked **us** to change **your** cover, depending on when the failure to make a fair presentation of the risk occurred

## General Conditions

The following General Conditions will apply to all Sections of this policy unless stated otherwise.

- (b) will return the premium paid for the period for which the policy is treated as not having existed unless the failure to make a fair presentation of the risk was deliberate or reckless
- (c) may deduct from any return of premium due to **you** any monies already paid in respect of claims falling within the period for which the policy is treated as not having existed or require **you** to repay such claims.

Provided that any failure to make a fair presentation of the risk is not deliberate or reckless, if **we** would have entered into or renewed this policy, or agreed to make changes to **your** cover on different terms had **you** made a fair presentation of the risk, **we** may:

- (a) proportionately reduce the amount payable in respect of a claim
- (b) treat the policy as if it contained such different terms (other than relating to the premium) that **we** would have applied to the policy had **you** made a fair presentation of the risk.

Any reduction in claims payments or application of different terms will take effect from the date on which the policy started, was renewed or when changes were made to **your** cover, depending on when **you** failed to make a fair presentation of the risk.

Where **we** elect to proportionately reduce the amount payable in respect of a claim **we** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **you** actually paid with the premium which **we** would have charged had **you** made a fair presentation of the risk. For example, if the premium which **you** actually paid is 70% of the premium **we** would have charged, **we** will only pay 70% of any claim.

Where this policy provides benefits to individuals who would, if they had taken out similar insurance in their own name, have done so for purposes wholly or mainly unconnected with their trade, business or profession, **we** will not rely on this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to that particular individual, unless the individual (or **you** on their behalf) makes a careless misrepresentation, in which case **we** may rely on this condition as against that particular individual as if a separate insurance contract had been issued to them leaving the remainder of the policy unaffected.

## 8. Other Interests

The interests of third parties which **you** are required to include on this policy under the terms of any mortgage, property lease or hiring leasing or hire purchase agreement are automatically deemed to be covered subject to **you** advising **us** at the time of notification of any claim.

## 9. Reasonable Precautions

**You** must:

- (a) take all reasonable precautions to prevent or minimise **damage**, accident or **bodily Injury**
- (b) maintain the **premises**, machinery equipment and furnishings in a good state of repair
- (c) exercise due care in the selection and supervision of **employees**
- (d) comply with all relevant statutory requirements, manufacturers' recommendations and other regulations relating to the use, inspection and safety of property and the safety of persons.

## 10. Registration

It is a condition precedent to **our** liability that before any **business** activities which require **you** to be registered take place, **you** shall be registered with the appropriate Registering Authority and comply with the terms of **your** registration at all times.



## General Conditions

The following General Conditions will apply to all Sections of this policy unless stated otherwise.

### 11. Reinstatement of Sum Insured

**We** will in the event of **damage** under this policy, automatically reinstate the sum insured unless there is written notice by **us** to the contrary, provided that **you**:

- (a) undertake to pay the appropriate additional premium
- (b) immediately implement any recommendations **we** make to prevent further **damage** and effect all repair or replacement work without delay.

### 12. Sanctions

**We** shall not provide cover or be liable to provide indemnity or pay any claim or provide any benefit under this policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us** or any member of **our** group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country.

### 13. Survey

It is a condition precedent to **our** liability under this policy that **you** will comply with any risk improvements required by **us** following a survey within the timescales specified.

**We** retain the right to cancel suspend or alter the terms of the insurance provided by this policy should the survey show the risk or any part thereof to be unacceptable to **us** or requiring improvement.

## Claims Conditions

All of the following Claims Conditions apply in addition to any Claims Conditions contained in the Sections of this policy.

### 1. Claims Procedure

It is a condition precedent to **our** liability that following an incident that may result in a claim under this policy:

- (a) **you** must advise the police as soon as reasonably possible if there has been a theft, attempted theft, riot damage, vandalism or any malicious act or if any property insured has been lost outside the **premises**
- (b) **you** must notify **us**:
  - (i) within 28 days of the event in the case of **damage** caused by riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons
  - (ii) immediately in respect of all other claims being made, or of any impending prosecution, inquest or fatal accident inquiry
- (c) **you** must provide **us** with all documentation relating to any accident, claim, prosecution or court proceedings and send this to **us** immediately, unacknowledged
- (d) **you** must not admit or repudiate liability without **our** written consent
- (e) **you** must provide at **your** own expense all details and evidence **we** may reasonably require
- (f) **you** must take all reasonable steps to mitigate the extent of any **damage**
- (g) **we** are entitled to enter any building where **damage** to property insured by this policy has occurred and to take possession of and deal with any salvage in a reasonable manner. No property may be abandoned to **us**.

### 2. Fraudulent Claims

For the purposes of this Condition the definition of **you, your, yours, policyholder** will also include any person who is entitled to benefit from the policy to the extent that a claim is made by or on their behalf.

If **you** or anyone acting on **your** behalf makes a claim which is in any way fraudulent **we**:

- (a) will not pay the claim
- (b) may recover from **you** any sums already paid by **us** in respect of the claim
- (c) may notify **you** that **we** are treating this policy as having terminated with effect from the time of the fraudulent act.

If **we** do treat this policy as having terminated **you** will have no cover under this policy from the date of termination and will not be entitled to any refund of premium.

Where a fraudulent claim is made by or on behalf of a person who is not the **policyholder** this condition applies only to that person's claim and references to 'this policy' should be read as if they were references to the cover for that person alone and not to the policy as a whole.

Fraudulent claims include but are not limited to:

- (a) making a claim which is fraudulent, fictitious or known to be false
- (b) intentionally exaggerating or inflating a claim
- (c) supporting a claim with false or forged documents, information or statements
- (d) wilfully causing loss, **damage** or injury.

### 3. Other Insurances

If **damage** or liability which is the subject of a claim under this policy is covered by any other insurance **we** will only pay **our** rateable proportion of the claim.

## Claims Conditions

All of the following Claims Conditions apply in addition to any Claims Conditions contained in the Sections of this policy.

### 4. Subrogation

**We** will be entitled to undertake in **your** name or on **your** behalf:

- (a) the defence or settlement of any claim
- (b) steps to enforce rights against any other party before or after payment is made by **us**.

### 5. Terms not Relevant to Actual Loss

If payment of a claim is conditional upon compliance with any term of this policy **we** will not pay for any claim where the term has not been complied with except where the term concerned:

- (a) is operative only in connection with particular premises or locations
- (b) is operative only at particular times
- (c) is intended to reduce the risk of particular types of injury, **damage** or liability

where **we** will pay for claims in respect of which **you** can prove that non-compliance with the term could not have increased the risk of the injury, **damage** or liability which occurred.

## General Exclusions

The following General Exclusions apply to all Sections unless otherwise stated and in addition to the Exclusions contained in each Section.

### Applicable to all Sections

We will not pay for **damage** to property, any cost, expense, legal liability or **bodily injury** directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

**1. Confiscation**

Confiscation, nationalisation or requisition by order of any government or public, municipal, local or customs authority.

**2. Radioactive Contamination**

- (a) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- (b) The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component
- (c) Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

**3. Sonic Bangs**

Pressure waves caused by aircraft or other aerospace devices travelling at sonic or supersonic speeds.

**4. War Risks**

War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

### Applicable to the Property Damage Section

We will not pay for **damage** resulting from or arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

**5. Act of Terrorism**

An **act of terrorism** or any action taken in controlling, preventing, suppressing, retaliating against, responding to or in any way relating to an **act of terrorism**.

If we allege that by reason of this exclusion any **damage**, cost or expense is not covered by this policy the burden of proving the contrary will be upon **you**.

**6. Gradually Operating Causes**

Caused by wear, tear or any gradually operating cause.

**7. Northern Ireland**

Any **damage** or expense happening in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot, civil commotion and (except in respect of **damage** or any expense caused by fire or explosion) strikers, locked out workers or persons taking part in labour disturbances or malicious persons.

**8. Pollution or Contamination**

To property caused by **pollution or contamination** unless it is caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during the **period of insurance**.

**9. Process of Heat**

To property undergoing any process involving the application of heat.

**10. Theft by Principals**

Caused by theft or attempted theft where **you** or any director, partner or **employee** of **yours** or any member of **your family** or household be concerned as principal or accessory.

## General Exclusions

The following General Exclusions apply to all Sections unless otherwise stated and in addition to the Exclusions contained in each Section.

### 11. Unexplained Losses

Caused by disappearance, unexplained loss, inventory shortage, misfiling or misplacing of information.

### 12. Vacant Premises

Caused by theft or attempted theft, malicious damage, leakage of water following bursting or overflowing of water pipes, water apparatus or water tanks or from any automatic sprinkler installation, leakage of oil or breakage of glass and sanitary ware:

- (a) during any period when the **business** has ceased to trade whether the **premises** are unfurnished or otherwise
- (b) whilst the buildings are insufficiently furnished for normal trading purposes or not lived in by any adult person with **your** permission.

### Applicable to the Public and Products Liability and Professional Indemnity Sections

We will not pay for any cost, expense or legal liability directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

### 13. Asbestos

- (a) exposure to, inhalation of, or fears of the consequences of exposure to or inhalation of asbestos, asbestos fibres or any derivatives of asbestos
- (b) the cost of cleaning up, or removal of, or **damage** to property or any product arising out of any asbestos, asbestos fibres or any derivatives of asbestos (except as stated in this policy)

### 14. Electronic Risk

- (a) authorised or unauthorised transmission of **electronic data**
- (b) the content of any website, **your** email, intranet or extranet
- (c) erasure, loss, distortion, corruption or alteration of **electronic data** or any loss of use resulting in reduction of functionality
- (d) failure of electronic, electromechanical data processing or electronically controlled equipment or **electronic data** to correctly recognise any given date or to process data or to operate properly due to a failure to recognise any given date

### 15. Pollution or Contamination

- (a) **bodily injury** or financial loss of, **damage** to or loss of use of property directly or indirectly arising out of the discharge, dispersal, release or escape of **pollutants** unless caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during not more than one **period of insurance**
- (b) the cost of removing, nullifying or cleaning up **pollutants** unless caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during not more than one **period of insurance**.

# Public and Products Liability Section

## Definitions

The following definitions apply to this Section in addition to the General Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

<b>emergency</b>	sudden and unforeseen circumstances which are beyond <b>your</b> control and which require immediate action
<b>minded adult</b>	a person aged 18 years or over <b>you</b> are contracted to look after
<b>minded child</b>	a person aged under 18 years <b>you</b> are contracted to look after
<b>minded person</b>	any <b>minded adult</b> or <b>minded child</b>
<b>official</b>	<b>you</b> or any director, partner or <b>employee</b> of the <b>business</b>
<b>parent</b>	person with legally recognised parental or guardian responsibility
<b>products</b>	any goods, including containers, packaging, labelling and instructions for use, sold, supplied, processed, delivered, installed, tested, repaired, serviced, altered, treated or hired out by <b>you</b> in connection with the <b>business</b> and no longer in <b>your</b> possession or control
<b>tube feeding</b>	the delivery of a nutritionally complete feed, directly into the stomach, duodenum or jejunum via a tube entering the body through the nose, the mouth, or directly through the abdominal wall

## Cover

**We** will pay **you** for all amounts which **you** will become legally liable to pay as damages in respect of:

1. accidental **bodily injury** to any person
2. accidental loss or accidental destruction of or accidental damage to material property
3. accidental obstruction, accidental trespass or accidental nuisance resulting in interference with or loss of enjoyment of material property
4. wrongful arrest, malicious prosecution, detention, imprisonment, eviction or invasion of the right of privacy of any person

arising in the course of the **business** and occurring:

1. during the **period of insurance**
2. within the **territorial limits**
3. anywhere in the world caused by **products**.

# Public and Products Liability Section

## Extensions

The following Extensions apply to this Section.

### 1. Compensation for Court Attendance

**We** will pay **you** for the costs of attendance at court to help defend or act as a witness in connection with any claim for which **you** are entitled to be paid under this Section and with **our** agreement up to the maximum amounts per day stated in the **schedule** for each day on which attendance is required.

### 2. Consumer Protection and Food Safety Acts – Legal Defence Costs

**We** will pay **you** and at **your** request any director, partner or **employee** of **yours** legal costs incurred with **our** written consent in connection with the defence of proceedings or an appeal against conviction arising from such proceedings brought for a breach of the Consumer Protection Act 1987 and the Food Safety Act 1990 committed or alleged to have been committed in the course of the **business** during the **period of insurance**.

Provided that **we** will not be liable for:

- (a) the payment of fines or penalties
- (b) proceedings or appeals in respect of deliberate acts or omissions
- (c) costs and expenses insured by any other policy.

### 3. Contingent Motor Liability (Non-owned Vehicles)

**We** will pay **you** for all amounts **you** become legally liable for arising out of the use in the course of the **business** of any motor vehicle not owned by or provided by **you**.

Provided **we** will not be liable:

- (a) for loss of or destruction of or damage to such vehicle or to goods being carried
- (b) for **bodily injury** to any person or loss of property arising while the vehicle is being driven by **you** or by any person who to **your** knowledge does not hold a licence to drive such vehicle
- (c) in respect of liability more specifically insured under any other insurance
- (d) in respect of liability arising outside the **territorial limits**.

### 4. Corporate Manslaughter

**We** will pay **you** in respect of:

- (a) legal costs and expenses incurred with **our** prior written consent, and
- (b) prosecution costs awarded against **you**

in the defence of criminal proceedings including an appeal against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 as a result of any death happening in connection with the **business** during the **period of insurance** and which may be the subject of payment under this Section.

Provided that:

- (a) **our** liability will not exceed the Maximum Amount Payable under this Section during any one **period of insurance**
- (b) all amounts payable under this Extension will form part of and not be in addition to the Maximum Amount Payable
- (c) where **we** have already provided a payment in respect of any legal costs or expenses incurred in connection with the defence of any criminal proceedings including appeals against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 arising out of the same occurrence which give rise to such proceedings any amount paid or payable by **us** will be deducted from the amount payable under this Section
- (d) **we** agreed in writing to the appointment of any solicitor or counsel who is to act on **your** behalf prior to their appointment.

## Public and Products Liability Section

**We** will not be liable under this Extension for:

- (a) any fines or penalties or the cost of implementing any remedial order or publicity order
- (b) an appeal against any fines penalties remedial order or publicity order
- (c) any costs incurred which result from the failure to comply with any remedial order or publicity order
- (d) costs and expenses in connection with any appeal unless advice has been obtained from solicitors or counsel approved by **us** that there are strong prospects of success
- (e) costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by **you** or any other director, partner or **employee of yours**
- (f) costs and expenses provided by any other source or any other insurance or which but for the existence of this Extension would have been provided by such source or insurance
- (g) costs and expenses in connection with the defence of any criminal proceedings unless such proceedings are brought against **you** in a Court of Law in **Great Britain**, Northern Ireland, the Isle of Man or the Channel Islands.

### 5. Cross Liabilities

Where there is more than one person named as the Insured in the **schedule** this Section will apply separately to each named person as if each is insured by a separate policy, provided always that **our** maximum liability in the aggregate for damages to all parties insured will not exceed the Maximum Amount Payable.

### 6. Defective Premises Act 1972

**We** will pay **you** any amount for which **you** will become legally liable to pay during the **period of insurance** under the terms of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with any business premises or land which have been disposed of by **you**.

**We** will not be liable under this Extension:

- (a) if at the date of their disposal by **you** such buildings were not insured by this policy or any other policies in respect of which this policy has been issued in substitution
- (b) for the cost of repairing or rectifying any defect or alleged defect in such buildings
- (c) if **you** are entitled to payment under any other policy.

### 7. General Data Protection Regulations

**We** will indemnify **you** in respect of legal liability under Article 82 of Regulation (EU) 2016/679 (the "General Data Protection Regulation" or the "GDPR") and the equivalent provision under the Data Protection Act 2018 (all as amended, updated or re-enacted from time to time), in connection with personal data (as defined in the Regulation) processed by **you** provided that **we** will not be liable for:

- (a) the payment of fines and penalties
- (b) the cost of replacing reinstating rectifying or erasing any personal data.

**Our** liability will not exceed the amount shown in the **schedule** during any one **period of insurance** inclusive of costs and expenses.

### 8. Duties Outside the UK

In respect of **your business** as a Registered Nanny, Non-Registered Nanny, Doula, Maternity Nurse or Childminder exempt from compulsory registration, the **territorial limits** under this Section are extended to apply:

- (a) anywhere in countries of the European Union for a maximum period of 180 days in any one **period of insurance**
- (b) anywhere in the world, for a maximum period of 90 days in any one **period of insurance** in connection with the **business**.

Provided that:

- (a) the **minded persons** cared for outside the **territorial limits** are the **minded persons** that **you** are contracted to look after within the **territorial limits**



## Public and Products Liability Section

- (b) written permission for the trip has been obtained from the **minded adult's parent** where this is required
- (c) the **minded child's parent** must accompany **you** on the trip
- (d) **you** have Travel insurance in force for the complete duration of the trip which includes cover for any legal liability **you** incur in a personal capacity.

### 9. Health and Safety at Work etc. Act 1974

**We** will pay **you** and at **your** request any director, partner or **employee** against legal costs and expenses incurred, with **our** written consent, in the defence of any criminal proceedings brought in respect of a breach of the Health and Safety at Work etc. Act 1974 committed or alleged to have been committed during the **period of insurance**, including legal costs and expenses incurred with **our** written consent in an appeal against conviction arising from such proceedings.

**We** will not be liable under this Extension for:

- (a) any fines or penalties or the cost of implementing any remedial order or publicity order
- (b) an appeal against any fines, penalties, remedial order or publicity order
- (c) costs and expenses provided by any other source or any other insurance or which but for the existence of this Extension would have been provided by such source or insurance
- (d) proceedings arising out of any deliberate act or omission by **you**.

### 10. Indemnity to Other Persons

**We** will pay at **your** request:

- (a) any of **your** directors, partners or **employees**
- (b) any officer, committee member or other person employed by **your** catering, social, sports, educational or welfare organisations or first-aid, medical, ambulance, fire or security services
- (c) any bona fide member of **your** organisation
- (d) any director, partner or official for whom with **your** consent an **employee** is undertaking private work
- (e) any principal or public or local authority as far as is necessary to meet the requirements of any contract or agreement entered into by **you** for the performance of work
- (f) the owner of plant hired by **you** but only to the extent of the conditions of hire
- (g) any legal representative of any of the above in the event of their death

for amounts which they are legally liable in respect of which **you** would have been entitled to payment under this policy if the claim had been made against **you**.

Provided that:

- (a) any person is not entitled to be paid under any other insurance
- (b) any person will observe, fulfil and be subject to the terms and conditions of this policy as far as they can apply
- (c) **we** will retain the sole conduct and control of any claim
- (d) the total amount **we** will pay in the aggregate for any one occurrence for damages to **you** and any such persons will not exceed the Maximum Amount Payable.

### 11. Premises Leased, Hired, Rented or in Custody or Control

**We** will pay **you** any amount **you** become legally liable for following **damage** to premises including fixtures and fittings leased, hired or rented to **you** or those in **your** custody or control.

## Maximum Amount Payable

The maximum amount payable under this Section for any occurrence giving rise to any one claim or series of claims arising out of one cause will not exceed the Limit of Indemnity stated in the **schedule** but the amount will be the maximum amount payable in any one **period of insurance** in respect of liability arising out of **products**.

## Public and Products Liability Section

We will also pay:

1. all legal costs recoverable from **you** by the claimant
2. any other costs and expenses of litigation incurred with **our** written consent
3. solicitors' and counsels' fees for legal representation at any coroner's inquest or fatal accident inquiry
4. the costs incurred, with **our** written consent, for defending in a Court of Summary Jurisdiction any proceedings arising out of any alleged breach of statutory duty in respect of any cause which may be the subject of indemnity under this Section of the policy.

### Conditions

The following conditions apply to this Section in addition to the General Conditions and Claims Conditions at the front of this policy.

#### 1. Activity Condition

It is a condition precedent to **our** liability that whenever trampolines, climbing frames, garden swimming pools, bouncy castles and similar inflatable play equipment are used:

- (a) the manufacturers'/suppliers' instructions regarding use, safety and recommended numbers of **mind ed persons** must be complied with at all times
- (b) written permission has been obtained from:
  - (i) the **mind ed child's parent**
  - (ii) the **mind ed adult's parent** where this is required that the **mind ed person** is to be allowed to use such equipment.

#### 2. Checks and Investigations for Employees

It is a condition precedent to **our** liability that:

- (a) **you** will:
  - (i) where **you** are required by law to do so, obtain all necessary criminal records and barred list checks in respect of all relevant current and prospective **employees**
  - (ii) if applicable carry out all investigations recommended by Ofsted or any other competent authority on all current and prospective **employees** and act reasonably in response to the information obtained
- (b) while **you** are awaiting the outcome of criminal records and barred list checks on an **employee** that **you** are required by law to obtain in relation to them, that **employee** will be supervised at all times (while engaged in the **business**) by **you** or an **employee** for whom criminal records and barred list checks have been obtained.

#### 3. Discharge of Liability

We may at any time pay to **you** in connection with any claim or series of claims:

- (a) the Maximum Amount Payable less any amount already paid
- (b) any lesser amount for which such claim or claims can be settled.

We will then cease to have the conduct and control of any negotiations, actions or proceedings and be under no further liability for the claim other than for costs and expenses incurred prior to the date of final payment.

#### 4. Handling and Moving Condition

It is a condition precedent to **our** liability that prior to moving **mind ed persons** as a result of their impaired mobility:

- (a) **you** have completed specific training in respect of:
  - (i) people moving and handling including the use of hoists and other handling aids
  - (ii) the specific handling aids **you** use in the delivery of the care **you** provide
  - (iii) how to implement individual handling plans

## Public and Products Liability Section

(b) **you** have completed and documented:

- (i) risk assessments for all settings at which **you** provide care
- (ii) individual risk assessments which consider the specific moving and handling needs of care service users and form part of their care plan which are periodically reviewed and when circumstances change, to ensure they remain current.

### 5. Treatment - Drugs and Medicines

It is a condition precedent to **our** liability that the administration of drugs or medicines takes place only under the following conditions:

(a) in all cases:

- (i) the
    - **parent** of each **minded child** and
    - each **minded adult** or the **parent** of each **minded adult** if applicablemust provide details of any known allergy to medication suffered by the **minded person**. Such details to be recorded by **you** or **your employees** in the drugs/medicine register and consulted before any emergency administration of drugs or medicines
  - (ii) for prescribed drugs or medicines, the drug or medicine must have been:
    - prescribed by the **minded person's** General Practitioner or consultant
    - given to **you** by the **minded child's parent**, the **minded adult** or the **minded adult's parent** or their General Practitioner or consultant
  - (iii) for non-prescribed drugs or medicines:
    - they must only be administered with the permission of the **minded child's parent**, the **minded adult** or the **minded adult's parent** or their General Practitioner or consultant
    - records of permissions given must be kept confirming the permission that has been given
    - they must only be of a type that is available over the counter in the United Kingdom
  - (iv) the drug or medicine must be kept in a secure place with access only by authorised persons
  - (v) a clear label, with the **minded person's** name, must be attached to the drugs or medicine
  - (vi) a drugs/medicine register must be kept showing:
    - the **minded person's** name
    - type of drug/medicine administered
    - date and time administered
    - dosage
    - name and signature of person administering the drug/medicine
    - name and signature of a witness, if present
    - time of notification to the **minded person's parent** when an administration of drug or medicine has been given in an **emergency**
    - note of any known allergy to medication suffered by **minded persons** attending the **business**
  - (vii) **you** must familiarise yourself and comply with all relevant requirements of **your** statutory registering authority if applicable concerning the administration of drugs and medicines
  - (viii) **you** must have a letter of authorisation from the **minded child's parent** or the **minded adult** or the **minded adult's parent** if applicable containing clear instructions for the administration of non-prescribed drugs or medicines, prescribed oral medication or asthma inhalers
- (b) in cases where occasional, regular or emergency medication is required such as epipens, hypodermic injections, insulin pumps, tube-administered or stent-administered medication (but not including non-prescribed drugs or medicines, prescribed oral medication or asthma inhalers, which are dealt with under 5 a) above), **you** must comply with (i) to (vii) above AND IN ADDITION
- (i) **you** must have a letter from the **minded child's parent** or the **minded adult** or the **minded adult's parent** if applicable providing specific consent for **officials** to administer the medication

## Public and Products Liability Section

- (ii) **you** must have a letter from the **mind ed persons's** General Practitioner or consultant stating:
  - what condition the drug or medicine is for with its name
  - how and when the drug or medicine is to be given
  - what training of personnel is required, if any
  - any other relevant information
- (iii) **you** must ensure that any **official** administering the drug or medicine has the training specified by the **mind ed persons's** General Practitioner or consultant and, if required, **you** must provide proof of such training.

### 6. Treatment - Supplementary Healthcare Procedures

It is a condition precedent to **our** liability that the administration or provision of oxygen, **tube feeding**, cleaning and changing of **tube feeding** or tracheostomy/tracheotomy tubes and emptying/changing stoma bags takes place only under the following conditions:

- (a) **you** must have a letter from the **mind ed person's** General Practitioner or consultant stating:
  - (i) the **mind ed person's** condition and the health support procedures required
  - (ii) what training of personnel is required
  - (iii) what medical experience is required
  - (iv) any other relevant information
- (b) you must have a letter from the **mind ed child's parent** or the **mind ed adult** or the **mind ed adult's parent** if applicable providing specific consent for **officials** to administer/provide the health support procedures required
- (c) **you** must ensure that any **official** administering/providing the required health support procedures has the medical experience and training specified by the **mind ed person's** General Practitioner or consultant and, if required, **you** must provide proof of such training
- (d) **you** must familiarise yourself and comply with all relevant requirements of **your** statutory registering authority if applicable concerning the administration/provision of the health support procedures.

## Exclusions

The following exclusions apply to this Section in addition to the General Exclusions at the front of this policy.

**We** will not be liable under this Section in respect of:

1. **bodily injury** to any **mind ed person** whilst not under **your** direct care and custody other than whilst left temporarily in the care and custody of:
  - (a) a carer providing that:
    - (i) prior to their appointment **you** have checked they have their own Public Liability insurance covering the **business**, effective and with a Limit of Indemnity of at least £5,000,000
    - (ii) they have at least two years experience in providing the **business**
  - (b) an adult during an **emergency**
2. **bodily injury** to:
  - (a) any member of **your family**, or
  - (b) any **employee** arising out of and in the course of their employment in the **business**
3. **bodily injury** to any person or **damage** to property arising from the ownership possession or use by **you** or on **your** behalf of:
  - (a) any aircraft, aerospace device, hovercraft or watercraft other than hand propelled watercraft and other watercraft not exceeding 7 metres in length
  - (b) any lift, elevator, hoist, crane, steam boiler or other apparatus operating under steam pressure, for which a statutory inspection certificate is required but which is not in force
  - (c) any mechanically propelled vehicle or plant or trailer attached in circumstances in respect of which

## Public and Products Liability Section

insurance or security is necessary to meet the requirements of road traffic legislation other than as insured under Extension 3. Contingent Motor Liability (Non-owned Vehicles) of this Section

4. **damage** to:
  - (a) property owned by or leased, hired or rented to **you** other than as insured under Extension 11. Premises Leased, Hired, Rented or in Custody or Control of this Section
  - (b) property belonging to **you** or held in **your** care, custody or control other than:
    - (i) personal property of directors, partners or **employees**
    - (ii) the property of customers or visitors temporarily on or about the **premises**
    - (iii) as insured under Extension 11. Premises Leased, Hired, Rented or in Custody or Control of this Section
  - (c) property owned by or in the custody or control of **your family**
5. legal liability under a contract unless legal liability would have attached to **you** in the absence of such contract
6. liability arising from or caused by **damage** to property, buildings or land caused by vibration or by the removal or weakening of support
7. **damage** to **products** nor the cost of making good or recalling such **products** nor the cost of rectifying defective work
8. **damage** to property which **you** or any of **your employees** are or have been working on
9. fines, penalties or liquidated, punitive or exemplary damages
10. legal liability arising from or caused by:
  - (a) the provision of advice or any plan, design, formula or specification given separately for a fee or for which a fee is normally charged
  - (b) the making up, sale or supply of any drug or medical preparation, syringes, dressings or medical supplies or equipment of any kind whatsoever
  - (c) the making up sale or supply of animal feeds, seeds, fertilisers, insecticides, or pesticides
  - (d) any **products** manufactured, constructed or prepared in accordance with their plan, design, formula or specification failing to perform the function for which they are intended by **you**
  - (e) the use of solaria, sunbeds, saunas and hydro-massage facilities
11. liability arising from or caused by or contributed to the provision or administering of any treatment other than:
  - (a) first aid treatment
  - (b) the administration of drugs and medicines strictly in accordance with Condition 5. Treatment - Drugs and Medicines
  - (c) the administration or provision of oxygen, **tube feeding**, cleaning and changing of **tube feeding** or tracheotomy/tracheostomy tubes and emptying/changing stoma bags strictly in accordance with Condition 6. Treatment - Supplementary Healthcare Procedures
12. any **products** which with **your** knowledge are:
  - (a) exported directly or indirectly to the United States of America or Canada
  - (b) used in the aircraft, space, petro-chemical, gas, offshore, ship building and repair or nuclear industries
  - (c) to be used in the motor industry other than those not affecting the safety, stability, steering or braking of the vehicle
13. liability caused by or arising from **products** where the action is brought against **you** in any country not being a member of the European Union where **you** have a branch or a parent or a subsidiary company or are represented by a person or company holding **your** Power of Attorney.

# Professional Indemnity Section

Cover under this Section is not provided unless it is shown as being operative in the current **schedule**

## Definitions

The following definitions apply to this Section in addition to the General Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

<b>circumstance</b>	information or facts or matters of which <b>you</b> are aware are likely to give rise to a claim against <b>you</b> which <b>you</b> could become legally liable to pay and which arises out of the exercise and conduct of the <b>business</b>
<b>compensation</b>	<b>damages</b> including interest
<b>defence costs</b>	all costs and expenses incurred in the investigation, defence or settlement of any claim or <b>circumstance</b> notified under the terms of this insurance and/or the cost of representation at any enquiry or other proceedings which have a direct or indirect relevance to this investigation, defence or settlement of any matter notified under the terms of this insurance
<b>documents</b>	project models or displays, deeds, wills, agreements, maps, plans, records, photographs or negatives, written or printed books, letters, certificates or written or printed documents of any nature whatsoever and shall include computer software and systems records (electronic data shall be deemed to be physical property for the purposes of this insurance) but excluding bearer bonds, coupons, bank or currency notes and other negotiable paper
<b>letter of claim</b>	the Letter of Claim as detailed in any applicable Pre-Action Protocol
<b>you, your, yours</b>	<ol style="list-style-type: none"><li>1. the <b>policyholder</b></li><li>2. any natural person who was, is or during the <b>period of insurance</b> becomes a trustee, committee member, volunteer, director or officer of the <b>policyholder</b></li><li>3. any <b>employee</b> or former <b>employee</b></li><li>4. the estates, heirs or legal representatives of 1., 2. and 3. above who has died or become incapacitated, insolvent or bankrupt.</li></ol>

## Cover

We will indemnify **you** against:

1. legal liability to pay **compensation**
2. claimants' legal costs for which **you** are legally liable arising out of any negligent act error or omission, breach of duty, infringement of intellectual property rights, libel and slander or any other civil liability incurred in connection with the conduct of the **business** within the **territorial limits** that results in a claim being first made against **you** and notified to **us** during the **period of insurance**.

# Professional Indemnity Section

## Extensions

The following Extensions apply to this Section.

### 1. Consultants

**We** will indemnify **you** former partners, former directors or former **employees** who have continued as consultants to **you** and any persons who were formerly consultants to **you** in respect of any claim for any negligent act, negligent error or negligent omission first made against them and notified to **us** during the **period of insurance** which arises out of the exercise and conduct of the **business**.

Provided that **we** will not be liable under this Extension for any claim which is covered by any other insurance.

### 2. Compensation for Court Attendance

**We** will pay **you** for the costs of attendance at court to help defend or act as a witness in connection with any claim for which **you** are entitled to be paid under this Section and with **our** agreement up to the maximum amounts per day stated in the **schedule** for each day on which attendance is required.

### 3. Defence Costs

**We** will also indemnify **you** for **defence costs** where such costs have been incurred with **our** prior written consent. Such **defence costs** will be payable in addition to the Limit of Indemnity stated in the **schedule**.

### 4. Joint Venture/Consortium

**We** will indemnify **you** for any claim first made against **you** and notified to **us** during the **period of insurance** which **you** may become legally liable to pay, whether jointly or severally, which arises out of the exercise and conduct of the **business** whilst a member of a joint venture or consortium where such joint venture or consortium together with the turnover/fees of the joint venture or consortium (not just **your** proportion) has been declared to **us**, whether or not the joint venture or consortium is conducted through a separate legal entity.

### 5. Legal Representation

**We** will indemnify **you** in respect of reasonable costs and expenses necessarily incurred with **our** written consent for representation at any official examination, enquiry, investigation or other proceedings ordered or commissioned by a body legally empowered to investigate **your** affairs that are first instigated against **you** and notified to **us** during the **period of insurance** and which may otherwise be the subject of indemnity under this Section.

**Our** liability will not exceed the amount shown in the **schedule** in the aggregate during any one **period of insurance** and this limit will form part of and not be in addition to the Limit of Indemnity stated in the **schedule**.

### 6. Loss of or Damage to Documents

In the event of **damage to documents** suffered and notified to **us** during the **period of insurance**, **we** will indemnify **you** for any claim or reasonable and necessary costs and expenses incurred in replacing, restoring or reconstituting any **documents** which are **your** property or are in **your** care, custody or control.

**Our** liability will not exceed the amount shown in the **schedule** in any one **period of insurance**.

## Maximum Amount Payable

The maximum amount payable under this Section for:

### 1. compensation

and

### 2. claimants' legal costs for which **you** are legally liable

in respect of all claims made against **you** during any one **period of insurance** shall not exceed the Limit of Indemnity stated in the **schedule**.

# Professional Indemnity Section

## Conditions

The following conditions apply to this Section in addition to the General Conditions and Claims Conditions at the front of this policy.

### 1. Conduct of Claims

It is a condition precedent to **our** liability that following notification of any claim or **circumstance**, **we** will be entitled to take over and conduct in **your** name the investigation, defence or settlement of any such matter.

**You** will:

- (a) assist **us** and **your** duly appointed representatives to put forward the best possible defence of a claim within the time constraints available
- (b) have adequate internal systems in place, which will allow ready access to material information
- (c) at all times and at **your** own cost give to **us** or **your** duly appointed representatives all such information, assistance, signed statements or depositions as may properly be required to facilitate compliance with all applicable Civil Procedure Rules, Practice Directions and Pre-Action Protocols and recoveries
- (d) pay the **excess** on demand of **us** or **your** duly appointed representatives to comply with any settlement agreed by **us**.

If **you** and **we** cannot agree a common course of action with regard to the contesting of any legal proceedings (whether defence or prosecution), the dispute will be resolved by Condition 4. Insurance Disputes.

### 2. Discharge of Liability

**We** may at any time pay to **you** in connection with any claim or series of claims:

1. the amount of the Limit of Indemnity or
2. any lesser amount for which such claim or claims can be settled less any sum or sums already paid as **compensation**.

On payment **we** shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of costs and expenses incurred prior to the date of such payment.

### 3. Discovery of a Claim or Circumstance

It is a condition precedent to **our** liability that if during the **period of insurance you**:

- (a) receive notice of any claim that is indemnifiable under this insurance other than any claim received through a **letter of claim**, **you** will give notice in writing to **us** as soon as practicable
- (b) receive a **letter of claim**, **you** will give notice in writing to **us** as soon as practicable and in any event within 7 working days from receipt of such **letter of claim** and not later than the expiry of the **period of insurance**
- (c) become aware of any **circumstance**, **you** will give notice to us in writing of such **circumstance** as soon as practicable, **we** agree that any **circumstance** notified to **us** during the **period of insurance** which subsequently gives rise to a claim after expiry of this insurance will be deemed to be a claim first made during the **period of insurance**.

### 4. Insurance Disputes

This insurance is governed by the laws of England and Wales. Any dispute or difference between **you** and **us** arising from this insurance will be referred for determination to Senior Counsel of the English Bar, to be mutually agreed between **us** and **you**, or any other person as may be mutually agreed. In the event of disagreement regarding the appointment, the Chairman of the Bar Council will appoint a suitable person. The findings of the agreed or appointed person will be binding on **us** and **you**, and the cost of such referral will be allocated by the agreed or appointed person on a fair and equitable basis.



## Professional Indemnity Section

### 5. Other Insurance

If a claim or loss would but for the existence of this policy be insured by any other valid and collectable policy **we** will only be liable for any amount above that collectable under such other policy.

### 6. Subrogation

If any payment is made by **us, you** grant to **us** all rights of recovery against any parties from whom a recovery may be made and **you** will take all reasonable steps to preserve such rights. However, **we** agree to waive any rights of recovery against any of **your employees** or former **employees**, self employed persons or consultants unless liability has resulted in whole or part from any act or omission on the part of such person which is dishonest, fraudulent, criminal or malicious.

## Exclusions

The following exclusions apply to this Section in addition to the General Exclusions at the front of this policy.

**We** will not be liable under this Section in respect of:

1. any liability for, directly or indirectly arising out of, or in any way involving the ownership, possession or use by or on behalf of **you** of any aircraft, watercraft, hovercraft, motor vehicle or trailer or any buildings, structures, premises or land or that part of any building leased, occupied or rented by **you** or any of **your** property
2. any bodily or psychological injury, sickness, disease or death of any **employee** or any claim arising out of any dispute between **you** and any present or former **employee** or any person who has been offered employment with **you**
3. any liability for, directly or indirectly arising out of, or in any way involving the manufacture, construction, alteration, repair, servicing or treating of any goods or products sold, distributed or supplied including the sale and/or supply of hardware and/or software by **you**
4. any act, error or omission of any of **your** partner(s) or director(s) which is dishonest, fraudulent, criminal or malicious, or any claim where any person has committed a dishonest, fraudulent, criminal or malicious act after discovery by **you** of reasonable cause for suspicion that such act has been committed
5. any claim made against **you** by either:
  - (a) any entity in which **you** exercise a controlling interest, or
  - (b) any entity exercising a controlling interest over **you** by virtue of having a financial or executive interest in **your** operationunless such claim is made against **you** for an indemnity or contribution in respect of a claim made by an independent party against the said entities detailed in 5. (a) or 5. (b) above and arises out of the exercise and conduct of the **business**
6. any claim in respect of liquidated damages or penalties due to liability assumed by **you** under any contract or agreement where such liability would not have existed in the absence of such contract or agreement
7. any work or activities undertaken by **you** outside of the **United Kingdom**, Channel Islands, Isle of Man and Member States of the European Union
8. any claim brought (or the enforcement of any judgement or award entered against **you**) outside the courts of the **United Kingdom**, Channel Islands, Isle of Man and Member States of the European Union
9. fines, penalties, punitive, multiple or exemplary damages
10. any claim arising from the exercise and conduct of the **business** prior to the retroactive date stated in the **schedule**
11. **damage to documents** which are stored on magnetic or electrical media unless such **documents** are duplicated on magnetic or electrical media with the intention that in the event of loss or damage the duplicate can be used as the basis for restoring the **documents** to their original status
12. any claim arising from being a director, officer or trustee of **yours** (as opposed to those duties and functions carried out in furtherance of the **business**) or from the acceptance of any directorship or trusteeship in any other company not forming part of **you**

## Professional Indemnity Section

13. any claim or **circumstance** that may give rise to a claim which has been notified and accepted by insurers in respect of any other insurance attaching prior to the inception of this insurance or as disclosed as a material fact to us which formed the basis of this insurance or any claim or **circumstance** that may give rise to a claim of which **you** were or should have been aware prior to the inception of this insurance
14. any trading losses or trading liabilities incurred by any business managed or carried on by **you** including loss of any client account or business
15. any consequential loss arising from **your** failure to arrange and/or maintain insurance and/or finance
16. (a) any depreciation or loss of investment when such depreciation or loss arises from fluctuations in any financial stock or commodity or other markets, and any express or implied warranty or guarantee relating to the financial return of any investment or portfolio of investments  
(b) any investment advice given or services performed which have not been authorised where such authorisation is required under any statutory regulation by an appropriate statutory authority
17. any liability for, or directly or indirectly arising out of, or in any way involving **you** acting in the capacity of trustee, fiduciary or administrator of any employer-sponsored pension or superannuation scheme or superannuation programme
18. any claim arising out of:  
(a) bodily or psychological injury, sickness, disease or death of any person(s)  
(b) **damage** to property other than as provided under Extension 6. Loss of or Damage to Documents
19. any claim arising out of **your** contractual liability unless such liability would have existed in the absence of such a contract or agreement
20. any claim or **circumstance** or **defence costs** arising from actual or attempted sexual relations, sexual contact or intimacy, sexual harassment or sexual exploitation whether under the guise of treatment or not, or in the course of treatment or not
21. any claim either directly or indirectly or in connection with or in any way involving medical malpractice
22. any claim which arises out of any statement which **you** knew, or ought reasonably to have known, was libellous or slanderous at the time it was made or any claim arising from personal spite or ill will towards any claimant or arising from reckless behaviour
23. liability arising out of **your** involvement in any joint venture, consortium or other profit sharing scheme other than as provided under Extension 4. Joint Venture/Consortium
24. the relevant **excess** stated in the schedule.

# Legal Expenses Section

## Definitions

The following definitions apply to this Section in addition to the General Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

### appointed advisor

the:

1. solicitor, accountant, or other advisor (who is not a mediator), appointed by **us** to act on behalf of the **insured person**
2. mediator appointed by **us** to provide impartial dispute resolution in relation to a claim accepted by **us**

### collective conditional agreement

a legally enforceable agreement entered into on a common basis between the fee **appointed advisor** and **us** to pay their professional fees:

1. in full where the **insured person's** claim is successful or
2. in part or not at all where the **insured person's** claim is unsuccessful

### conditional fee agreement

a legally enforceable agreement between the **insured person** and the **appointed advisor** for paying their professional fees:

1. in full where the **insured person's** claim is successful or
2. in part or not at all where the **insured person's** claim is unsuccessful

### employee

a worker who has or alleges they have entered into a contract of service with **you**

### insured person

**you** and **your** directors, partners, managers, **employees** and any other individuals declared by **you** to **us**

### insurer

Brit Syndicate 2987 at Lloyd's (written under unique market reference B0356KA233D12A000 or replacement thereof)

### legal costs & expenses

1. reasonable legal costs and disbursements reasonably and proportionately incurred by the **appointed advisor** on the standard basis and agreed in advance by **us**. The term "standard basis" can be found within the Courts' Civil Procedure Rules Part 44.3
2. in civil claims, other side's costs, fees and disbursements where the **insured person** has been ordered to pay them or pays them with **our** agreement
3. reasonable accountancy fees reasonably incurred under Insured Event 3. Tax Disputes by the **appointed advisor** and agreed by **us** in advance
4. an **Insured Person's** basic wages or salary under Insured Event 8. Loss of Earnings in the course of their employment with **you** while attending court or tribunal at the request of the **appointed advisor** or whilst on jury service where lost wages or salary cannot be claimed back from the court or tribunal
5. the professional fees and expenses of an **appointed advisor** selected by **us** to reduce the actual adverse or negative publicity or media attention directed towards **you** under Insured Event 11. Crisis Communication

# Legal Expenses Section

## occurrence date

1. for a civil claim will be the date of:
  - (a) the event, or
  - (b) the first in a series of events that arise from the same original cause that lead to a claim
2. for criminal cases will be the date the **insured person** began, or is alleged to have began, to commit an offence
3. for HMRC enquiries and compliance disputes, will be the date the **insured person** disagrees with the outcome of an HMRC Internal Review where the matter is appealable; or otherwise the date when the **insured person** receives notification of the enquiry, or when a non-compliance is raised by the HMRC
4. for an appeal against the terms imposed by a Statutory Notice will be the date **you** received the Statutory Notice
5. for investigations or disciplinary hearings by a professional or regulatory body (other than as in 6. below) will be the date the **insured person** is alleged to have committed a regulatory breach or act of misconduct
6. for personal identity theft shall be the date that the person claiming became aware that they were a victim of personal identity theft
7. for the **insured person's** attendance at Public Childcare Proceedings or Public Law Childcare Proceedings will be the date the **insured person** receives a request to attend the proceedings
8. for an appeal against the decision of a licensing or registration authority will be the date the **insured person** became aware of the relevant authority's decision against which they wish to appeal
9. for Crisis Communication will be the date of publication or public broadcast of material that could cause damage to **your business** reputation

## reasonable prospects of success

1. other than set out in 2. and 3. below, a greater than 50% chance of the **insured person** successfully pursuing or defending the claim and, if the **insured person** is seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained
2. in criminal prosecution claims where the **insured person**:
  - (a) pleads guilty, a greater than 50% chance of reducing any sentence or fine or
  - (b) pleads not guilty, a greater than 50% chance of that plea being accepted by the court
3. in all claims involving an appeal, a greater than 50% chance of the **insured person** being successful

where it has been determined that **reasonable prospects of success** as set out in 1., 2. and 3. above do not exist, the **insured person** will be liable to pay any legal costs incurred should they pursue or defend their claim irrespective of the outcome

## territorial limits

1. For Insured Event 5. Legal Defence and 12. Contract & Debt Recovery the United Kingdom, Channel Islands, Isle of Man, Norway, Switzerland and countries in the European Union
2. For all other Insured Events the United Kingdom, Channel Islands and the Isle of Man.

## we, us, our

ARAG plc who is authorised under a binding authority agreement on behalf of the **insurer**

# Legal Expenses Section

## Cover

Following an Insured Event the **insurer** will pay **legal costs & expenses** (and compensation awards under 2. Employment Compensation Awards) up to the Limit of Indemnity specified in **your schedule** (£1,000,000 aggregate limit per annum applies under 2. Employment Compensation Awards) for all claims related by time or originating cause (including the cost of appeals).

All of the following requirements apply.

1. Unless otherwise stated in this Section, the Insured Event arises in connection with **your business**, and occurs within the **territorial limit** with an **occurrence date** during the **period of insurance**.
2. The claim:
  - (a) always has **reasonable prospects of success** and
  - (b) is reported to **us** as soon as the **insured person** first becomes aware of circumstances which could give rise to a claim.
3. Unless there is a conflict of interest, the **insured person** always agrees to use the **appointed advisor** chosen by **us** in any claim:
  - (a) to be heard by an Employment Tribunal and/or
  - (b) before proceedings have been or need to be issued.
4. Any dispute will be dealt with through mediation or by a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory or licensing body within the **territorial limit**.

**We** consider that a claim has been reported to **us** when **we** have received the **insured person's** fully completed claim form.

## Insured Events

1. **Employment**
  - (a) A dispute between **you** and **your** employer (or ex-employer) arising from a contract of employment **you** have entered into to provide **your business** services. **You** must co-operate fully with ACAS regarding early conciliation and not do anything that hinders a successful outcome.
  - (b) A dispute between **you** and **your employee**, ex-**employee**, or a prospective **employee**, arising from a breach or an alleged breach of their:
    - (i) contract of service with **you**
    - (ii) related legal rights.

**You** can claim under 1 (a) and (b) above as soon as all internal procedures as set out in the:

- (a) ACAS Code of Practice for Disciplinary and Grievance Procedures, or
- (b) Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland have been or ought to have been concluded.

The **insurer** will not be liable for any claim relating to:

1. (a) the defence of an action brought against **you** by **your** employer or ex-employer, or  
(b) the pursuit of an action by **you** against **your employee**, ex-**employee** or a prospective **employee**; other than an appeal against the decision of a court or tribunal
2. costs **you** incur to prepare for an internal disciplinary hearing, grievance or appeal.

## 2. Employment Compensation Awards

Following a claim **we** have accepted under Insured Event 1(b) Employment, the **insurer** will pay any:

- (a) basic and compensatory award awarded against **you** by a tribunal or
- (b) an amount agreed by **us** in settlement of a dispute.

## Legal Expenses Section

Provided that compensation is:

- (a) agreed through mediation, conciliation or under a settlement approved by **us** in advance or
- (b) awarded by a tribunal judgment after full argument unless given by default.

The **insurer** will not be liable for any claim relating to:

1. money due to an **employee** under a contract or a statutory provision relating thereto
2. compensation awards or settlements relating to:
  - (a) trade union membership, industrial or labour arbitration or collective bargaining agreements
  - (b) civil claims or statutory rights relating to trustees of occupational pension schemes.

### 3. Tax Disputes

- (a) A formally notified enquiry into **your** tax affairs.
- (b) A dispute about **your** compliance with HMRC regulations relating to **your employees**, workers or payments to contractors.
- (c) A dispute with HMRC about Value Added Tax.

Provided that:

- (a) **you** keep proper records in accordance with legal requirements and
- (b) in respect of any appealable matter **you** have requested an Internal Review from HMRC where available.

The **insurer** will not be liable for any claim relating to:

1. tax returns which are submitted late or for any other reason, result in HMRC imposing a penalty, or which contain careless and/or deliberate misstatements or omissions
2. an investigation by the Fraud Investigation Service of HMRC
3. where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the **insured person's** financial arrangements
4. any enquiry that concerns assets, monies or wealth outside of **Great Britain** and Northern Ireland
5. **your** failure to register for VAT.

### 4. Property

A dispute relating to material property which **you** own or is **your** responsibility:

- (a) following an event which causes physical **damage** to **your** material property
- (b) following a public or private nuisance or trespass.

The **insurer** will not be liable for any claim relating to:

1. a contract between **you** and a third party
2. compulsory purchase, demolition restrictions, controls or permissions placed on land or property by any government, local or public authority compulsory purchase, demolition restrictions, controls or permissions placed on land or property by any government, local or public authority.

### 5. Legal Defence

- (a) A criminal investigation and/or enquiry by:
  - (i) the police or
  - (ii) other body with the power to prosecutewhere it is suspected that an offence may have been committed that could lead to the **insured person** being prosecuted.
- (b) The charge for an offence or alleged offence which leads to the **insured person** being prosecuted in a court of criminal jurisdiction.
- (c) A motor prosecution brought against **your** directors and/or partners that arises from the use of any vehicle for personal, social or domestic purposes or to commute to or from their place of work.

The **insurer** will not be liable for any claim relating to a parking offence.

## Legal Expenses Section

### 6. Compliance & Regulation

- (a) Receipt of a Statutory Notice that imposes terms against which **you** wish to appeal.
- (b) Notice of a formal investigation or disciplinary hearing by any professional or regulatory body.
- (c) A civil action alleging:
  - (i) wrongful arrest arising from an allegation of theft or
  - (ii) unlawful discrimination - by you where **you** are an individual, or by **your employees** if **your business** is a commercial entity.
- (d) A claim against **you** for compensation under the Data Protection Act 2018 provided that:
  - (i) **you** have paid the data protection fee to the Information Commissioner's Office
  - (ii) **you** are able to evidence that **you** have in place a process to:
    - investigate complaints from data subjects regarding a breach of their privacy rights,
    - offer suitable redress where a breach has occurred and that **your** complaints process has been fully engaged.
- (e) Receipt of a request to attend Public Childcare Proceedings/Public Law Children Order proceedings (as a respondent or intervener) by a Local Authority or the NSPCC under the Children Act 1989 or Children (Northern Ireland) Order 1995: arising from care provided by an **insured person** to a child(ren) in the **insured person's** professional capacity as a childminder/childcare provider.

Note - Public Childcare Proceedings/Public Law Children Order proceedings are convened when it is considered that a child(ren) is suffering or is likely to suffer significant harm if they remain in the care of the primary care givers. Anyone included in the potential pool of perpetrators of alleged non-accidental injury could be asked to attend any/all of the following:

- (a) a Case Management Hearing
- (b) a Further Case Management Hearing
- (c) a Fact Finding hearing
- (d) a Final Hearing.

**The policy condition regarding Registration which is shown on page 15 will be waived for the purpose of applying insurance under this Insured Event.**

The **insurer** will not be liable for any claim relating to:

1. the pursuit of an action by **you** other than an appeal
2. a routine inspection by a regulatory authority
3. an enquiry, investigation or enforcement action by HMRC
4. a claim brought against **your business** where unlawful discrimination has been alleged.

### 7. Licence Appeals

An appeal against a decision by the relevant authority to alter, suspend, revoke or refuse to renew **your**:

- (a) compulsory registration
- (b) voluntary registration relating to **your** activities as either a childminder or nanny.

### 8. Loss of Earnings

The **insured person's** absence from work to attend court, tribunal, mediation, a professional body's disciplinary hearing or regulatory proceedings at the request of the **appointed advisor** or whilst on jury service which results in loss of earnings.

The **insurer** will not be liable for any sum which can be recovered from the court or tribunal.

## Legal Expenses Section

### 9. Personal Injury

An event that causes **bodily injury** to, or the death of, an **insured person**.

Note - where **you** are injured it is not necessary for the injury to have arisen from **your business**.

The **insurer** will not be liable for any claim relating to:

1. a condition, illness or disease which develops gradually over time
2. clinical negligence.

### 10. Identity Theft Protection

A dispute arising from the use of **your** personal information without **your** permission in order to commit fraud or other crimes provided that **you** contact our Identity Theft Advice and Resolution Service as soon as **you** suspect that **your** identity may have been stolen.

### 11. Crisis Communication

Following an event which causes significant adverse publicity or reputational damage which is likely to have a widespread financial impact on **your business**, we will:

- (a) liaise with **you** and **your** solicitor (whether the solicitor is an **appointed advisor** under this Section, or acts on **your** behalf under any other Section of this policy), to draft a media statement or press release
  - (b) arrange, support and represent the **insured person** at an event which the media will be reporting
  - (c) support the **insured person** by taking phone calls/emails and managing interaction with media outlets
  - (d) prepare communication for **your** staff/customers/suppliers and/or a telephone or website script or social media messaging
  - (e) support and prepare the **insured person** for media interviews
- provided that **you** have sought and followed advice from **our** Crisis Communication helpline.

The **insurer** will not be liable for any claim relating to:

1. matters that should be dealt with through **your** normal complaints procedures
2. a matter that has not actually resulted in adverse publicity appearing online, in print or broadcast
3. costs incurred in excess of £25,000.

### 12. Contract & Debt Recovery

A breach or alleged breach of an agreement or alleged agreement which has been entered into by **you** or on **your** behalf to:

- (a) provide business services
- (b) buy goods or services in connection with **your business**
- (c) buy or hire consumer goods
- (d) privately sell goods.

The **insurer** will not be liable for any claim relating to:

1. an amount which is less than £100
2. the sale, purchase, letting, leasing or licensing of land or buildings
3. loans, mortgages, endowments, pensions or any other financial product
4. a contract involving a motor vehicle
5. a breach or alleged breach of a professional duty by an **insured person**
6. the settlement payable under an insurance policy
7. a dispute relating to an **employee** or ex-**employee** under a contract of service with **you**
8. adjudication or arbitration.



## Legal Expenses Section

### Conditions

The following conditions apply to this Section in addition to the General Conditions and Claims Conditions at the front of this policy.

#### 1. Arbitration

If any dispute between the **insured person** and **us** arises from this Section, the **insured person** can make a complaint to **us** as described on Page 6 and **we** will try to resolve the matter. If **we** are unable to satisfy the **insured person's** concerns and the matter can be dealt with by the Financial Ombudsman Service the **insured person** can ask them to arbitrate over the complaint.

If the dispute cannot be dealt with by the Financial Ombudsman Service, it can be referred for independent arbitration to a qualified person agreed upon by both parties. The loser of the dispute will be liable to pay the costs incurred.

If we fail to agree on a suitable person to arbitrate the matter **we** will ask the President of the relevant Law Society to nominate. The arbitration will be subject to the Arbitration Acts and the arbitrator's decision will be binding on the parties.

#### 2. Barrister's Opinion

**We** may require the **insured person** to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim. If the opinion supports the **insured person**, then the **insurer** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **us**, then the **insurer** will pay for a final opinion which will be binding on the **insured person** and **us**. This does not affect the **insured person's** right under Condition 1. Arbitration.

#### 3. Consent

- (a) The **insured person** must agree to **us** having sight of the **appointed advisor's** file relating to the **insured person's** claim. The **insured person** is considered to have provided consent to **us** or **our** appointed agent to have sight of their file for auditing and quality and cost control purposes.
- (b) An **insured person** must have **your** agreement to claim under this policy.

#### 4. Freedom to Choose an Appointed Advisor

- (a) In certain circumstances as set out in 4. (b) below the **insured person** may choose an **appointed advisor**. In all other cases no such right exists and **we** will choose the **appointed advisor**.
- (b) If:
  - (i) a suitably qualified advisor considers that it has become necessary to issue proceedings or proceedings are issued against an **insured person**, or
  - (ii) there is a conflict of interestthe **insured person** may choose a qualified **appointed advisor** except where the **insured person's** claim is to be dealt with by the Employment Tribunal, where **we** will always choose the **appointed advisor**.
- (c) Where the **insured person** wishes to exercise the right to choose, the **insured person** must write to **us** with their preferred representative's contact details.
- (d) Where the **insured person** chooses to use their preferred representative, the **insurer** will not pay more than **we** agree to pay a solicitor from **our** panel and will pay only the costs that the **insurer** would have been liable to pay.
- (e) If the **insured person** dismisses the **appointed advisor** without good reason, or withdraws from the claim without **our** written agreement, or if the **appointed advisor** refuses with good reason to continue acting for an **insured person**, the **insurer's** liability in respect of that claim will end immediately
- (f) In respect of pursuing a claim relating to Insured Event 12. Contract & Debt Recovery **you** must enter into a **conditional fee agreement** (unless the **appointed advisor** has entered into a **collective conditional fee agreement**) where legally permitted.

## Legal Expenses Section

### 5. Settlement

- (a) The **insurer** can settle the claim by paying the reasonable value of the **insured person's** claim.
- (b) The **insured person** must not negotiate, or settle the claim without **our** written agreement.
- (c) If the **insured person** refuses to settle the claim following advice to do so from the **appointed advisor** the **insurer** reserves the right to refuse to pay further costs.

### 6. The Insured Person's Responsibilities

An **insured person** must:

- (a) tell **us** immediately of anything that may make it more costly or difficult for the **appointed advisor** to resolve the claim in the **insured person's** favour
- (b) cooperate fully with **us**, give the **appointed advisor** any instructions required, and keep them updated with progress of the claim and not hinder them
- (c) take reasonable steps to claim back **legal costs & expenses** and, where recovered, pay them to the **insurer**
- (d) keep **legal costs & expenses** as low as possible
- (e) allow the **insurer** at any time to take over and conduct in the **insured person's** name, any claim.

## Exclusions

The following exclusions apply to this Section in addition to the General Exclusions at the front of this policy.

The **insured person** is not covered for any claim arising from or relating to:

- 1. costs or compensation awards incurred without **our** consent
- 2. any actual or alleged act, omission or dispute happening before, or existing at the start of the insurance provided under this Section of the policy, and which the **insured person** knew or ought reasonably to have known could lead to a claim
- 3.
  - (a) assault, violence, malicious falsehood or defamation
  - (b) indecent or obscene materials
  - (c) the use of alcohol or its unauthorised or unregulated manufacture, unlicensed dealing in alcohol or dealing in or using illegal drugs
  - (d) illegal immigration
  - (e) money laundering or bribery offences, breaches of international sanctions, fraud, or any other financial crime activitiesexcept in relation to Insured Event 11. Crisis Communication
- 4. defending a claim in respect of damages for personal injury (other than injury to feelings in relation to Insured Event 1. Employment), or loss or **damage** to property owned by the **insured person**
- 5. National Minimum Wage and/or National Living Wage Regulations
- 6. patents, copyright, passing-off, trade or service marks, registered designs and confidential information
- 7. a dispute with any subsidiary, parent, associated or sister company or between shareholders or partners
- 8. franchise or agency agreements
- 9. a judicial review
- 10. a dispute with **us**, the **insurer**, Morton Michel or the party who arranged this cover not dealt with under Condition 1. Arbitration
- 11. the payment of fines, penalties or compensation awarded against the **insured person** (except as covered under Insured Event 2. Employment Compensation Awards):
- 12. the **insurer** will not cover a claim where the **insured person's** failure to notify **us** of within a reasonable time of the **occurrence date** adversely affects the **reasonable prospects of success** of the claim or **we** consider the **insurer's** position has been prejudiced.

# Legal Expenses Section

## How We Use Your Information

This is a summary of how **we** may collect, use, share and store personal information. To view **our** full privacy statement please see **our** website - [www.arag.co.uk](http://www.arag.co.uk)

### Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. **We** will hold and process this information in accordance with all relevant data protection regulations and legislation. Should **we** ask for personal or sensitive information, **we** undertake that it shall only be used in accordance with **our** privacy statement.

**We** may also collect information for other parties such as suppliers **we** appoint to process the handling of a claim.

### Using personal or sensitive information

The reason **we** collect personal or sensitive information is to fulfil **our** contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, **we** may need to share personal or sensitive information with other organisations.

**We** will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to **our** full privacy statement for full details.

### Keeping personal information

**We** shall not keep personal information for any longer than necessary.

### Your rights

Any person insured by this section of the policy has a number of rights in relation to how **we** hold personal data including; the right to a copy of the personal data **we** hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted. For a full list of privacy rights and when **we** will not be able to delete personal data, please refer to **our** full privacy statement.

# Property Damage Section

## Definitions

The following definitions apply to this Section in addition to the General Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

<b>business equipment</b>	unspecified items of equipment used by <b>you</b> in connection with the <b>business</b> belonging to <b>you</b> or for which <b>you</b> are legally responsible
<b>overnight</b>	between the hours of 21.00 and 06.00
<b>personal possessions</b>	furniture, furnishings, computing, audio and visual equipment, photographic equipment, domestic equipment, books, personal grooming and hygiene equipment, toiletries, clothing, jewellery, watches, pedal cycles and any other property advised by <b>you</b> all belonging to <b>you</b> or for which <b>you</b> are legally responsible, but excluding property more specifically insured elsewhere
<b>unattended vehicle</b>	any <b>vehicle</b> left without <b>you</b> , one of <b>your employees</b> or a responsible adult authorised by <b>you</b> remaining in or on such <b>vehicle</b>
<b>vehicle</b>	any road vehicle including trailers and containers
<b>working day of the driver</b>	the period in any day during which a <b>vehicle</b> is being used for purposes in connection with the <b>business</b>

## Cover

### 1. Third Party Property

**We** will pay reasonable costs and expenses incurred by **you** with **our** consent in respect of **damage** to:

- (a) the personal property of a **mindful person** whilst in **your** care
- (b) property by a **mindful person** whilst in **your** care
- (c) property by **you** in connection with **your business**.

Provided that **we** will not be liable for **damage** to:

- (a) buggies and pushchairs
- (b) toys whilst in use or play other than toys or play equipment on loan to **you** from a toy library
- (c) property owned by or leased, hired or rented to **you** or **your family**.

### 2. Business Equipment

**We** will pay for **damage** to **business equipment** occurring within the **territorial limits**.

### 3. Personal Possessions

**We** will pay for **damage** to **personal possessions** occurring at the **premises**.

# Property Damage Section

## Maximum Amount Payable

The most **we** will pay will not exceed:

1. the sum insured stated against each item in the **schedule** in respect of any one occurrence
2. more than 50% of the cost of replacing any undamaged item or parts of items forming part of a set, suite or other article of a uniform nature, colour or design when **damage** occurs within a clearly identifiable area or to a specific part and replacements cannot be matched in respect of **personal possessions**.

## Basis of Claims Settlement Clauses

### 1. Basis of Settlement

Following **damage** to **business equipment** or **personal possessions** insured by this Section and subject to the Maximum Amount Payable **we** will pay the cost of repairing or replacing the property equal to its condition when new provided that:

- (a) this is carried out without delay and in the most economical manner
- (b) when property is partially lost, destroyed or damaged **our** liability will not exceed the estimated replacement cost which would have been payable had it been wholly lost or destroyed
- (c) until replacement has been carried out no payment will be made beyond the amount which would be payable if an allowance were made for wear, tear or depreciation
- (d) **we** may make a deduction for wear, tear or betterment following **damage** to household linen, clothing, pedal cycles and any items which are not repaired or replaced.

### 2. Average

If at the time of any loss the total sum insured specified in the **schedule** is less than 85% of the total value of each item in respect of **business equipment** or **personal possessions** we will bear only that proportion of the loss which the total sum insured bears to the total value of the **business equipment** or **personal possessions**.

## Exclusions

The following exclusions apply to this Section in addition to the General Exclusions at the front of this policy.

We will not be liable under this Section in respect of:

1. **damage** caused by or consisting of:
  - (a) wear, tear or depreciation or diminution in value
  - (b) inherent vice, latent defect, defective design, plan or specification or the use of faulty materials
  - (c) faulty or defective workmanship, operational error or omission on the part of **you** or any of **your employees**
  - (d) marring, scratching, denting, mechanical or electrical defect, failure, breakdown or derangement
  - (e) any gradually operating cause, including (but not restricted to) atmospheric or climatic conditions, dry or wet rot, fungus, rust, corrosion, woodworm, moths, insects, vermin or pest
  - (f) any process involving heating, drying, cleaning, dyeing, staining, repairing, restoring, renovating, fitting, installation, testing, commissioning, alteration or maintenance of any property
  - (g) use of any article contrary to manufacturers' instructions
  - (h) storm or flood unless the property is contained in an enclosed vehicle or in a building
  - (i) change in temperature, colour, flavour, texture or finish
2. **damage** by theft or attempted theft to property insured under Cover 1 Third Party Property

## Property Damage Section

3. **damage** by theft or attempted theft to **business equipment** or **personal possessions** from any:
  - (a) **unattended vehicle overnight** or after the completion of any **working day of the driver**; or
  - (b) **unattended vehicle** at any other time unless:
    - (i) all windows and other openings have been closed, all doors have been secured and any other protective devices put into full and effective operation and
    - (ii) the property insured is secured within either the:
      - closed glove compartment of the **vehicle** or
      - locked boot of a saloon car or
      - luggage space at the rear of an estate car or hatchback under the top cover and out of view or
      - enclosed storage compartment of a van of a fully enclosed and rigid type
  - (c) unattended building which does not involve forcible and violent entry to or exit from the building
4. losses not directly associated with the incident that caused **you** to claim
5. breakage of brittle articles unless forming part of photographic equipment
6. the relevant **excess** stated in the schedule.

## Personal Accident Section (optional)

Cover under this Section is not provided unless it is shown as being operative in the current **schedule**

### Definitions

The following definitions apply to this Section in addition to the General Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

#### loss of limb

Total and permanent loss:  
**1.** by physical separation  
**2.** of use  
of a hand, arm, leg or foot

#### loss of sight, hearing or speech

Total and irrecoverable loss of:  
**1.** sight in one or both eyes  
**2.** hearing  
**3.** speech

#### medical expenses

the cost of medical, surgical or other remedial attention, treatment or appliances given or prescribed by a qualified medical or dental practitioner and all hospital, nursing home and ambulance charges

#### permanent total disablement

permanent inability to engage in any gainful employment, other than such inability caused by **loss of limb** or **loss of sight, hearing or speech**

#### temporary total disablement

temporary and absolute inability to engage in usual occupation

### Cover

We will pay as compensation to **you** or **your** legal personal representative the relevant amount shown in the **schedule** if **you** sustain accidental **bodily injury** caused solely and directly by violent external and visible means in any **period of insurance** and such **bodily injury** directly and independently of any other cause results within twelve months in death, **loss of limb**, **loss of sight, hearing or speech**, **permanent total disablement** or **temporary total disablement**, including directly connected **medical expenses**.

### Extensions

The following Extensions apply to this Section.

#### Medical Expenses Cover

We will pay **medical expenses** necessarily incurred and arising from treatment following **bodily injury** to **you** up to the amount shown in the **schedule**:

- 1.** of the total amount paid for death, **loss of limb**, **loss of sight, hearing or speech** and **permanent total disablement**
- 2.** of the total amount paid as compensation for **temporary total disablement**.

## Personal Accident Section (optional)

### Conditions

The following conditions apply to this Section in addition to the General Conditions and Claims Conditions at the front of this policy.

#### 1. Claims Evidence Condition

Any claimant will as often as required submit to a medical examination on **our** behalf at **our** expense and in the case of death **we** will be entitled to have a post mortem examination at **our** expense.

#### 2. Compensation Payment

- (a) Compensation will not be payable for more than one of the following: death, **loss of limb, loss of sight, hearing or speech, permanent total disablement**
- (b) compensation for **temporary total disablement** will not be payable:
  - (i) until the end of the period of disablement but **we** will on request make interim payments at intervals of not less than four weeks
  - (ii) for more than 104 weeks from the date of sustaining injury in respect of any one **bodily injury**
- (c) the total amount payable as compensation for **temporary total disablement** will be deducted from any subsequent compensation payment for death, **loss of limb, loss of sight, hearing or speech, permanent total disablement** that follows from the same cause.

### Exclusions

The following exclusions apply to this Section in addition to the General Exclusions at the front of this policy.

**We** will not be liable under this Section in respect of:

- 1. Death, **loss of limb, loss of sight, hearing or speech, permanent total disablement** or **temporary total disablement** caused by:
  - (a) insanity, intentional self-injury, suicide or attempted suicide, participation in any criminal act or civil commotion by **you** or by **you** being under the influence of or being affected by intoxicating liquor or drugs except drugs taken in accordance with proper medical prescription and directions and not for the treatment of drug addiction
  - (b) **you** engaging in abseiling, activities necessitating the use of underwater breathing equipment, armed or unarmed combat sports, bungee jumping, climbing necessitating the use of ropes or guides, flying of any kind (other than as a passenger in a fully licensed passenger carrying aircraft), hunting, ice hockey, motor cycling other than by power assisted pedal cycle, parachuting, polo, pot holing or similar underground activities, professional sport, riding or driving in any kind of race, speed or duration test or practice therefor or winter sports
  - (c) pregnancy or childbirth
  - (d) any communicable disease including acquired immune deficiency syndrome (AIDS) or an AIDS related condition
  - (e) deliberate exposure to exceptional danger (except in an attempt to save human life)
  - (f) any operational duties as a member of the Armed Forces
  - (g) any pre-existing physical or mental disability or infirmity, medical condition or chronic or recurring ailment
- 2. any medical, surgical or other remedial attention, treatment or appliances unless given or prescribed by a qualified medical or dental practitioner
- 3. any **medical expenses** which are recoverable from any other source, including another insurance policy.



## Employers' Liability Section (optional)

Cover under this Section is not provided unless it is shown as being operative in the current **schedule**

### Cover

**We** will pay all amounts which **you** will become legally liable to pay as damages in respect of accidental **bodily injury** caused during the **period of insurance** to any **employee** if such **bodily injury** arises out of and in the course of their employment by **you** in the **business**:

- (a) within the **territorial limits** or
- (b) elsewhere in the world in respect of any journey or temporary visit in connection with the **business** by any **employee** normally resident within the **territorial limits**.

### Extensions

The following Extensions apply to this Section.

#### 1. Compensation for Court Attendance

**We** will pay **you** for the costs of attendance at court to help defend or act as a witness in connection with any claim for which **you** are entitled to be paid under this Section and with **our** agreement up to the maximum amounts per day stated in the **schedule** for each day on which attendance is required.

#### 2. Corporate Manslaughter

**We** will pay **you** in respect of:

- (a) legal costs and expenses incurred with **our** prior written consent and
- (b) prosecution costs awarded against **you**

in the defence of criminal proceedings including an appeal against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 as a result of any death happening in connection with the **business** during the **period of insurance** and which may be the subject of payment under this Section.

Provided that:

- (a) **our** liability will not exceed the Maximum Amount Payable during any one **period of insurance**
- (b) all amounts payable under this Extension will form part of and not be in addition to the Maximum Amount Payable
- (c) where **we** have already provided a payment in respect of any legal costs or expenses incurred in connection with the defence of any criminal proceedings including appeals against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 arising out of the same occurrence which give rise to such proceedings any amount paid or payable by **us** will be deducted from the amount payable under this Section
- (d) **we** agreed in writing to the appointment of any solicitor or counsel who is to act on **your** behalf prior to their appointment.

**We** will not be liable under this Extension for:

- (a) any fines or penalties or the cost of implementing any remedial order or publicity order
- (b) an appeal against any fines penalties remedial order or publicity order
- (c) any costs incurred which result from the failure to comply with any remedial order or publicity order
- (d) costs and expenses in connection with any appeal unless advice has been obtained from solicitors or counsel approved by **us** that there are strong prospects of success
- (e) costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by **you** or any other director, partner or **employee** of **yours**

## Employers' Liability Section (optional)

- (f) costs and expenses provided by any other source or any other insurance or where but for the existence of this Extension would have been provided by such source or insurance
- (g) costs and expenses in connection with the defence of any criminal proceedings unless such proceedings are brought against **you** in a Court of Law in **Great Britain**, Northern Ireland, the Isle of Man or the Channel Islands.

### 3. Cross Liabilities

Where there is more than one person named as the Insured in the **schedule** this Section will apply separately to each named person as if each is insured by a separate policy, provided always that **our** maximum liability in the aggregate for damages to all parties insured will not exceed the Maximum Amount Payable.

### 4. Health and Safety at Work etc. Act 1974

**We** will pay **you** and at **your** request any director, partner or **employee** against legal costs and expenses incurred, with **our** written consent, in the defence of any criminal proceedings brought in respect of a breach of the Health and Safety at Work etc. Act 1974 committed or alleged to have been committed during the **period of insurance**, including legal costs and expenses incurred with **our** written consent in an appeal against conviction arising from such proceedings.

**We** will not be liable under this Extension for:

- (a) any fines or penalties or the cost of implementing any remedial order or publicity order
- (b) an appeal against any fines, penalties, remedial order or publicity order
- (c) costs and expenses provided by any other source or any other insurance or, which but for the existence of this Extension, would have been provided by such source or insurance
- (d) proceedings arising out of any deliberate act or omission by **you**.

### 5. Indemnity to Other Persons

**We** will pay at **your** request:

- (a) any of **your** directors, partners or **employees**
  - (b) any officer, committee member or other person employed by **your** catering, social, sports, educational or welfare organisations or first-aid, medical, ambulance, fire or security services
  - (c) any director, partner or official for whom with **your** consent an **employee** is undertaking private work
  - (d) any principal or public or local authority as far as is necessary to meet the requirements of any contract or agreement entered into by **you** for the performance of work
  - (e) the owner of plant hired by **you** but only to the extent of the conditions of hire
  - (f) any legal representative of any of the above in the event of their death
- for amounts which they are legally liable in respect of which **you** would have been entitled to payment under this policy if the claim had been made against **you**.

Provided that:

- (a) any person is not entitled to be paid under any other insurance
- (b) any person will observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply
- (c) **we** will retain the sole conduct and control of any claim
- (d) the total amount **we** will pay for damages to **you** and any such persons will not exceed the Maximum Amount Payable.

## Employers' Liability Section (optional)

### 6. Unsatisfied Court Judgements

In the event of a judgement for damages being obtained by any **employee** or the personal representatives of any **employee** in respect of **bodily injury** caused to the **employee** during the **period of insurance** and happening in connection with the **business** against any person or company operating from a premises within the **territorial limits** in any court within the **territorial limits** and remaining unsatisfied in whole or in part six months after the judgement **we** will at **your** request pay to the **employee** or the personal representatives of the **employee** the amount of damages and any awarded costs that remain unsatisfied.

Provided that:

- (a) there is no appeal outstanding
- (b) if any payment is made under the terms of this extension the **employee** or the personal representatives of the **employee** will assign the judgement to **us**.

## Maximum Amount Payable

The maximum amount payable in respect of:

1. accidental **bodily injury** to **employees**
2. all legal costs recoverable from **you** by any claimant
3. any other costs and expenses of litigation incurred with **our** written consent
4. solicitors' and counsels' fees for legal representation at any coroner's inquest or fatal accident inquiry
5. the costs incurred, with **our** written consent, for defending in a Court of Summary Jurisdiction any proceedings arising out of any alleged breach of statutory duty in respect of any cause which may be the subject of payment under this Section of the policy

arising out of and in the course of employment in the **business** will not exceed:

- (a) £5,000,000 for **bodily injury** which is directly or indirectly caused by, contributed to by, results from or arises out of or in connection with any **act of terrorism** or any action taken in controlling, preventing, suppressing, retaliating against responding to or in any way relating to any **act of terrorism**
- (b) the Limit of Indemnity stated in the **schedule** as regards any other **bodily injury** in respect of any one claim against **you** or series of claims against **you** arising out of one cause.

## Conditions

The following conditions apply to this Section in addition to the General Conditions and Claims Conditions at the front of this policy.

### 1. Certificate of Employers' Liability Insurance

If this policy or this Section is cancelled then any Certificate of Employers' Liability insurance issued by **us** is deemed to be cancelled at the same time.

### 2. Discharge of Liability

**We** may at any time pay to **you** the amount of the Maximum Amount Payable less any amount already paid, or any lesser amount for which any claim or claims can be settled and will then cease to have the conduct and control of the negotiations, actions or proceedings and be under no further liability in respect of such claim or claims except for costs and expenses incurred prior to the date of such payment.

### 3. Our Right of Recovery

The insurance provided by this Section is deemed to be in accordance with any law relating to compulsory insurance or liability to **employees** whilst employed in the **territorial limits** but **you** will repay to **us** all sums paid by **us** which **we** would not have been liable to pay but for the provisions of such law.

## Employers' Liability Section (optional)

### Exclusions

The following exclusions apply to this Section in addition to the General Exclusions at the front of this policy.

**We** will not be liable under this Section in respect of:

1. liability for **bodily injury** to any **employee** arising out of the ownership, possession or use by or on **your** behalf of any mechanically propelled vehicle or trailer if liability is required by any road traffic legislation to be the subject of compulsory insurance or other security
2. liability arising from **bodily injury** to any **employee** working in or on any offshore installation or any support vessel for any offshore installation or whilst in transit to or from any offshore installation or support vessel.



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Arranged by **Morton Michel**

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