



**Morton Michel**

The Childcare Insurance Specialist

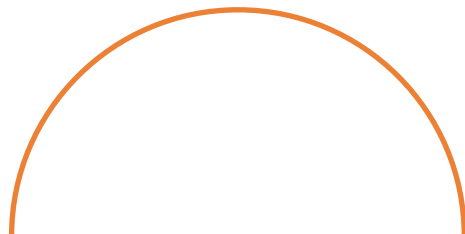


Tutor

# Policy Summary

Arranged by **Morton Michel** and insured by **QBE UK Limited**

Made possible  
 **QBE**



# Summary

This insurance is underwritten by QBE UK Limited.

This insurance is an annual contract unless stated otherwise in your policy schedule. It may be renewed at the end of each policy year on the basis of the terms and conditions applicable upon renewal. You may need to review and update your cover periodically to ensure it remains adequate. Full details of the start date and end date of the policy are available in your policy schedule.

An outline of the policy's significant features and its benefits is set out below together with any significant exclusions or limitations. This document is only a summary and does not contain the full terms and conditions of your cover, which can be found in the policy documentation. This summary is not intended to alter or amend the terms of the policy. Full details of all policy benefits and terms are available in your policy and schedule. It is important that you read the insurance policy in full to understand your cover.

You may request a copy of your policy wording, which is available free of charge, from Morton Michel, by contacting them on **0330 058 9861** or emailing them at **homechildcare@mortonmichel.com**

The policy is divided into a number of sections but not all the sections may be part of your insurance. Please refer to your quotation or renewal documentation for confirmation of the sections of cover selected.

For each section of cover, this document summarises some of the significant features, exclusions and limitations relevant to a particular section. In addition, some general exclusions, limitations, conditions and other requirements which apply to your cover are summarised in this document. You must refer to the policy for full terms and conditions.

The Public and Products Liability, Legal Expenses, Property Damage, Employers' Liability, Personal Accident sections operate on a "losses occurring" basis. This means that those sections will respond, subject to the terms of the policy, to losses that occur during the period of insurance..

The Professional Indemnity section operates on a "claims made" basis. This means that the policy will respond, subject to its terms and conditions, to (i) any claim made against you during the period of insurance, and (ii) any claim made after the policy period but arising from circumstances (as defined in the section) notified to us during the policy period.

The sections of this insurance are subject to 'Maximum Amounts Payable', sums insured values, limits of indemnity, limits of liability and compensation limits (as applicable). Maximum amounts payable for extensions form part of and are not in addition to the 'Maximum Amounts Payable' unless stated otherwise. The policy also contains various provisions as to how claims may aggregate and the full policy terms, schedule and any endorsements should be referred to for details.

## How to contact us

### Non-claims notifications

Other than for claims and complaints and unless stated otherwise in the **policy**, in the first instance please contact Morton Michel with all notifications and reporting required in accordance with the **policy** terms and conditions. Morton Michel can be contacted by:

telephone: 0330 058 9861

email: [customerservice@mortonmichel.com](mailto:customerservice@mortonmichel.com)

post: Morton Michel, 6th Floor, Knollys House, 17 Addiscombe Road, Croydon CR0 6SR

### Notification of claims

Claim notification contact details are explained in your policy wording booklet in the 'Claim Notification' section.

### Complaints

To make a complaint please use the applicable complaint contact details provided in the 'How to Complain' section of your policy.

# Your obligations

Your insurance and the premium that you pay are based on the information that you have provided to us. Please make sure that this information accurately reflects your circumstances and inform us immediately if anything needs to change.

If you do not fairly present your circumstances to us, this may cause your policy to be invalidated, claims not to be paid, or the amount we pay for claims to be reduced.

You must:

- notify us of claims and circumstances that may give rise to a claim as soon as practical but always within the time limitations stated in the policy as being applicable to the section under which the notification is being made;
- notify us of any and all material changes to you, the declared business activity or the risks insured if you require them to be covered by this insurance; and
- comply with the general conditions and any specific conditions designed to reduce the risk of loss.

There are certain terms which are conditions precedent to our liability under the policy. It is particularly important that you comply with these terms. If you do not do so, you will not be entitled to cover under the policy for a claim either at all, or unless you can show that your breach of the term could not have increased the risk of the type of loss that has occurred.

Conditions precedent are contained in the policy wording, and additional conditions precedent may also appear in the policy schedule or endorsements. It is therefore important that you check all these documents.

# Home Childcare Cover

The **Home Childcare** policy provides the following covers.

- Public and Products Liability
- Professional Indemnity
- Legal Expenses
- Property Damage - Third Party Property

The policy can be extended to include the following optional covers:

- Employers' Liability
- Personal Accident

Your schedule will show you which covers are operative.

Certain covers are not available to some occupations. Please read each section of the policy set out in this summary for details.

## Helplines

The following helpline services are automatically available to Home Childcare policyholders:

- Counselling Assistance
- Crisis Communication
- Identity Theft Resolution
- Legal and Tax Advice
- Redundancy Assistance

# Public and Products Liability section

## Public and Products Liability – Summary

This is a summary of the Public and Products Liability section of the policy.

This section provides you with cover if you are held legally responsible for an injury (including death) to a child or to a third party (such as a parent or visitor), or for damage to a third party's property and any damages you may be required to pay as a consequence.

This section also provides cover if a claim arises from a product sold or supplied by you.

You are covered up to the limit stated below in total for all claims during any one period of insurance, plus any costs and expenses.

The limit provided by this section of cover is as follows:

- Registered nannies, non-registered nannies, doulas, maternity nurses, childminders exempt from registration, sleep consultants and baby massage therapists: £10,000,000
- Babysitters: £5,000,000 with option to increase to £10,000,000 on request
- Tutors: £2,000,000 with option to increase to £5,000,000 or £10,000,000 on request

Cover applies to childcare services you deliver anywhere within the United Kingdom, the Isle of Man and the Channel Islands and for any clerical activities connected with your business undertaken whilst you are temporarily elsewhere in the world. Cover in respect of products applies anywhere in the world.

The full terms, conditions, exclusions and limitations of this section can be found in your Home Childcare policy wording.

## Public and Products Liability –Extensions

Subject to the terms, conditions, limitations and exclusions of this section, your policy may also provide indemnity under the extensions set out below. Please see your policy for details on what is covered under your policy.

- Compensation for Court Attendance – the costs of attendance at court to act as a witness.
- Consumer Protection and Food Safety Acts – Legal Defence Costs – defence costs incurred 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.
- Contingent Motor Liability (Non-owned Vehicles) – liability arising from personal injury or damage arising out of the use by your employee of any mechanically propelled vehicle not the property of or leased or rented by you.
- Corporate Manslaughter – defence costs incurred defending allegations of manslaughter, corporate manslaughter or corporate homicide made against you.
- Defective Premises Act 1972 – liability for personal injury or damage which arises under section 3 of the Defective Premises Act 1972 or section 5 of the Defective Premises Act (Northern Ireland) Order 1975 in connection with premises that have been disposed by you.
- General Data Protection Regulations – liability to pay damages for a breach of sections 168 and 169 of the Data Protection Act 2018 or article 82 of the Regulation (EU) 2016/679.
- Health and Safety at Work etc. Act 1974 – defence costs incurred in the defence of any criminal proceedings brought in respect of a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man.
- Premises Leased, Hired, Rented or in Custody or Control - liability following damage to premises including fixtures and fittings leased, hired or rented to you or those in your custody or control.

## Public and Products Liability – Conditions Precedent

The Public and Products Liability cover includes a number of conditions precedent. We will only indemnify you under this section if you comply with these terms. Please refer to the Public and Products Liability section for full details of the requirements of the following conditions precedent.

- Activities
- Checks and Investigations for Employees
- Handling and Moving
- Treatment – Drugs and Medicines
- Treatment - Supplementary Healthcare Procedures

## Public and Products Liability – Significant or unusual exclusions or limitations

The policy document contains a number of exclusions and limitations which applies to the Public and Products Liability cover and its extensions. Some of the more significant exclusions and limitations applying are listed below. QBE will not pay a claim for:

- damage to property belonging to you, or in your care, custody or control.
- personal injury to any minded person not in your direct and immediate personal care and custody – other than whilst left temporarily in the care and custody of another adult during an emergency, or left in the sole charge of a carer during an emergency or in any other circumstance (providing you have checked that they have insurance in place with a Limit of Indemnity of £5,000,000 covering them for this period of care)
- accidents to or illness of employees.
- legal liability under a contract unless such liability would have attached in the absence of such contract.
- damage to products or the cost of making good or recalling such products or the cost of rectifying defective work
- fines, penalties or liquidated, punitive or exemplary damages.
- the administration or provision of any treatment (other than first aid treatment, the administration of drugs and medicines in accordance with the Treatment – Drugs and Medicines conditions precedent and administration or provision of oxygen and tube feeding in accordance with the Treatment - Supplementary Healthcare Procedures conditions precedent).
- loss or damage to any vehicle or goods carried in or on it.
- liability arising from war or acts of terrorism.

Please read the Public and Products Liability section, General Exclusions, General Terms and Claims Conditions and Requirements for full details of the cover.

# Professional Indemnity section

## Professional Indemnity – Summary

This is a summary of the Professional Indemnity section of the policy.

This section covers damages and claimants legal costs which you are legally liable to pay in relation to claims made during the policy period for: (a) professional negligence; and (b) defamation, invasion of privacy or infringement of intellectual property rights, arising out of the advice given and the services provided in the course of your performance of business services.

The section is on a claims made basis and will only respond to claims or circumstances discovered and notified to us during the current period of insurance.

The limit of cover for this section is £100,000 in total for all claims notified during the period of insurance. Higher limits may be available on request.

This section is not available if your only occupation is babysitting.

The full terms, conditions, exclusions and limitations of this section can be found in your Home Childcare policy wording.

## Professional Indemnity – Extensions

Subject to the terms, conditions, limitations and exclusions of this section, your policy may also provide indemnity under the extensions set out below. Please see your policy for details on what is covered under your policy.

- Compensation for Court Attendance – the costs of attendance at court to act as a witness.
- Consultants – cover for any negligent act, negligent error or negligent omission of your former partners, former directors or former employees who have continued as consultants to you and any persons who were formerly consultants to you.
- Defence Costs – in addition to the limit of indemnity.
- Joint Venture/Consortium – your liability for business services provided by you in the conduct of the business whilst you are member of a joint venture or consortium (the joint venture or consortium and the turnover/fees of the joint venture or consortium must have been declared to and agreed by us).
- Legal Representation – costs incurred for representation at any official examination, enquiry, investigation or other proceedings ordered or commissioned by a body legally empowered to investigate your affairs.
- Loss of or Damage to Documents – costs of replacing, restoring or reconstituting hard copy documents including computer software and systems records (up to £50,000).

## Professional Indemnity – Conditions Precedent

The Professional Indemnity cover includes a number of conditions precedent. We will only indemnify you under this section if you comply with these terms. Please refer to the section for full details of the requirements of the following conditions precedent.

- Conduct of Claims
- Discovery of a Claim or Circumstance

## Professional Indemnity – Significant or unusual exclusions or limitations

The policy document contains a number of exclusions and limitations which applies to the Professional Indemnity cover and its extensions. Some of the more significant exclusions and limitations applying are listed below. QBE will not indemnify you for:

- claims caused by or contributed to by any act, error or omission which is dishonest, fraudulent, criminal or malicious.

- claims or circumstances that you are aware of that have been or should have been reported to a previous policy.
- bodily injury or property damage other than as provided for under Loss of or Damage to Documents extension, but this extension will not cover damage to documents stored on magnetic or electrical media unless such documents are duplicated on magnetic or electrical media to be used as the basis for restoring the documents to their original status.
- medical malpractice.
- actual or attempted sexual relations, sexual conduct or intimacy, sexual harassment or sexual exploitation.
- any claim arising out of a statement 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 or reckless behaviour.
- the first £250 of each and every claim.

We will be entitled to take over and conduct in your name the investigation, defence or settlement of any such matter.

If you and we are unable to agree a course of action with regard to the contesting of any legal proceedings covered by this section, the dispute will be resolved as described in the 'Insurance Disputes' condition in this section.

If you receive notice of any claim that is indemnifiable under this section other than any claim received through a letter of claim, you must give notice in writing to us as soon as practicable, but in any event not later than 30 days from receipt of any claim or notice of an intention to make a claim, but in any event within 7 days after the expiry of the period of insurance.

If you receive a letter of claim, you must 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.

If you become aware of any circumstance, you must give notice in writing to us of such circumstance as soon as practicable but in any event before expiry of the period of insurance.

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.

Please read the Professional Indemnity section, General Exclusions, General Terms and Claims Conditions and Requirements for full details of the cover.



# Legal Expenses section

## Legal Expenses – Summary

This is a summary of the Legal Expenses section of the policy.

Provides cover for your legal costs and expenses up to £100,000 including the cost of appeals for an insured event that occurs during the period of insurance.

The full terms, conditions, exclusions and limitations of this section can be found in your Home Childcare policy wording.

## Legal Expenses Helplines

As a Home Childcare policyholder the following helpline services are automatically available to you:

- Counselling Assistance
- Crisis Communication
- Executive Suite - Identity Theft Resolution
- Legal and Tax Advice
- Redundancy Assistance

## Legal Expenses – Insured Events

- Employment – a dispute:
  - with a past, present, or prospective employee, arising from a contract of service and/or breach of employment laws
  - between you and your employer (or ex employer) arising from a contract to employ you.
- Employment Compensation Awards – the insurer will pay a basic and compensatory award made against you by a tribunal, or an amount agreed by us to settle a dispute, where we have accepted your claim under Employment.
- Tax Disputes – an HMRC compliance check, or formal enquiry into your business' tax or dispute about VAT, including an appeal.
- Property – an event which causes damage to your property, a public or private nuisance or trespass.
- Legal Defence – we will defend the insured:
  - in an investigation that could lead to prosecution
  - if criminal proceedings are brought.
  - You are covered to defend a motor prosecution whether or not it relates to the business.
- Compliance and Regulation – appeal against a statutory notice issued against your business, or defence of a civil action brought under the Data Protection Act. Public Childcare Proceedings/ Public Law Children Order proceedings initiated by a Local Authority or the NSPCC as a result of the care provided by an insured person to a child(ren) in an insured person's professional capacity as a childminder/childcare provider under the Children Act 1989 or Children (Northern Ireland) Order 1995.
- Licence Appeals – an appeal against a decision to alter, suspend, revoke or refuse to renew either (a) compulsory registration or (b) voluntary registration relating to your activities as either a childminder or nanny.
- Loss of Earnings – the insurer will pay loss of earnings if an insured has to attend court or tribunal for a claim under this policy or because they are called for jury service.
- Personal Injury – a sudden event directly causing you physical bodily injury or death.

- 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.
- Crisis Communication – access to professional public relations support and crisis communication services to manage adverse media publicity and reputational exposure.
- Contract and Debt Recovery – contract disputes and debt recovery actions relating to the purchase, hire, lease, servicing, maintenance, sale or provision of goods or services.

### Legal Expenses – Significant or unusual exclusions or limitations

- It must always be more likely than not that your claim will be successful.
- You must report your claim as soon as you become aware of the circumstances that could lead to a claim.
- Unless there is a conflict of interest we will choose an appointed advisor until proceedings need to be issued or in any claim dealt with by an Employment Tribunal.
- Legal costs, expenses, and compensation awards incurred before we accept a claim.
- The insured event must occur during the period of insurance.
- Employment does not provide cover for pursuing an action other than an appeal.
- Employment Compensation Awards does not provide cover for
  - Money due to an employee under a contract of service
  - civil claims or statutory rights relating to trustees of occupational pension schemes.
  - Employment Compensation Awards - £1,000,000 aggregate limit per annum applies.
- Tax Disputes will not be covered for
  - 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
  - an investigation by the Fraud Investigation Service of HMRC
  - any enquiry that concerns assets, monies or wealth outside of the United Kingdom.
- In respect of Property the claim must not relate to
  - a contract between you and a third party
  - compulsory purchase, demolition restrictions, controls or permissions placed on land or property by any government, local or public authority
- Legal Defence cover will not apply to a parking offence
- Personal Injury will not provide cover for any claim relating to a condition, illness or disease which develops gradually over time
- Crisis Communication will not provide cover for
  - matters that should be dealt with through your normal complaints procedures
  - a matter that has not actually resulted in adverse publicity appearing online in print or broadcast
  - costs incurred in excess of £25,000.
- Contract and Debt Recovery will not provide cover for
  - the letting, leasing or licensing of land or buildings where you act as the landlord
  - the sale or purchase of land or buildings
  - loans, mortgages, endowments, pensions or any other financial product
  - a breach or alleged breach of a professional duty by you

- the settlement payable under an insurance policy
- a dispute relating to an employee or ex-employee
- an amount which is less than £100.

Please read the Legal Expenses section for details of the cover.

# Property Damage section

## Property Damage – Summary

This is a summary of the Property Damage section of the policy.

Third Party Property: provides cover for damage to Third Party Property up to £1,000. We will pay reasonable costs and expenses incurred by you with our consent in respect of damage to the personal property of a minded person whilst in your care, property by a minded person whilst in your care, property by you in connection with your business.

This section can be extended to include optional covers for Business Equipment and/or Personal Possessions.

The full terms, conditions, exclusions and limitations of this section can be found in your Home Childcare policy wording.

## Property Damage – Optional covers

This section can be extended to include optional covers for Business Equipment and/or Personal Possessions. We will only cover you for these optional covers if you have selected them and they are shown on your schedule.

- Business Equipment (optional): we will pay for damage to your business equipment occurring within the United Kingdom, the Isle of Man and the Channel Islands up to £1,000 (higher amounts may be available on request).
- Personal Possessions (optional): we will pay for damage to your household goods and personal effects, whilst contained in your employer's home up to £3,000 (higher amounts may be available on request).

The Personal Possessions cover is not available for babysitters or home tutors and is only available to other home childcarers who live in their employer's home.

## Property Damage – Significant or unusual exclusions or limitations

The policy document contains a number of exclusions and limitations which applies to the Public and Products Liability cover and its extensions. Some of the more significant exclusions and limitations applying are listed below. QBE will not pay a claim for:

- Third Party Property
  - buggies and pushchairs.
  - toys whilst in use or play other than toys or play equipment on loan to you from a toy library.
  - property owned by or leased, hired or rented to you or your family.
  - theft or attempted theft.
  - the first £50 in respect of all claims.
- Business Equipment and Personal Possessions
  - theft or attempted theft from unattended vehicles outside of business hours and overnight.
  - theft or attempted theft from unattended vehicles during business hours unless:
    - all security devices are put into full operation.
    - property is secured within the closed glove compartment, locked boot, luggage space or enclosed storage compartment of the vehicle.
    - theft or attempted theft from an unattended building unless theft involves forcible and violent entry to or exit from the building.
    - the first £100 in respect of damage to laptops, palmtops and notebooks, other electronic tablets, mobile phones or electrical audio visual equipment.

- the first £50 in respect of any other claim.
- Third Party Property, Business Equipment and Personal Possessions
  - Wear, tear or any gradually operating causes.
  - damage or loss caused by mould, mildew or other microorganism.
  - losses not directly associated with the incident that caused you to claim.
  - breakage of brittle articles.

# Personal Accident section (Optional)

## Personal Accident – Summary

This is a summary of the Personal Accident section of the policy.

The personal accident section may provide compensation if you sustain bodily injury due to an accident during the period of insurance at the operative time specified in the schedule that results in death or certain types of permanent or temporary disablement.

The compensation limits are:

- Death: £10,000
- Loss of Limb: £10,000
- Loss of Sight, hearing or speech: £10,000
- Permanent Total Disablement: £10,000
- Temporary Total Disablement: £100 per week

The full terms, conditions, exclusions and limitations of this section can be found in your Home Childcare policy wording.

## Personal Accident – Extensions

Subject to the terms, conditions, limitations and exclusions of this section, your policy may also provide indemnity under the extension set out below. Please see your policy for details on what is covered under your policy.

- Medical Expenses – covers medical expenses incurred and arising from treatment following accidental bodily injury (up to 15% of the total amount paid as compensation in respect of death, loss of limb, loss of sight, hearing or speech, permanent total disablement or temporary total disablement).

## Personal Accident – Significant or unusual exclusions or limitations

The policy document contains a number of exclusions and limitations which applies to the Personal Accident cover and its extensions. Some of the more significant exclusions and limitations applying are listed below. QBE will not pay a claim for:

- compensation for more than one of the following: death, loss of limb, loss of sight, hearing or speech, permanent total disablement.
- any 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.
- death or any injury caused by:
  - intentional self-inflicted bodily injury.
  - suicide or attempted suicide.
  - bodily injury caused by your own reckless act (other than to save human life).
  - sickness, illness or disease (not directly and solely resulting from the bodily injury).
  - any naturally occurring cause or condition.
  - any mental, psychological or psychiatric condition including post-traumatic stress disorder.
  - any degenerative condition.
  - any gradually operating process or cause.
  - engaging in air travel as a pilot or crew member.
  - hazardous sports and pastimes which are specifically excluded in the policy.

- pregnancy or childbirth.
- the influence of drugs or liquor.
- your participation in any criminal act or civil commotion.
- any operational duties as a member of the Armed Forces.
- any medical, surgical or remedial attention, treatment or appliances unless given or prescribed by a qualified medical or dental practitioner.
- any medical expenses which are recoverable from any other source, including another insurance policy.
- any pre-existing physical or mental disability or infirmity, medical condition or chronic or recurring ailment.

Please read the Personal Accident, General Exclusions, General Terms and Claims Conditions and Requirements for full details of the cover.

# Employers' Liability section (Optional)

## Employers' Liability – Summary

This is a summary of the Employer's Liability section of the policy.

This section of the policy provides an indemnity for your legal liability to compensate your employees following personal injury in the workplace and your defence costs following an event which is or may be the subject of indemnity under this section or any extension.

The full terms, conditions, exclusions and limitations of this section can be found in your Home Childcare policy wording.

## Employers' Liability – Extensions

Subject to the terms, conditions, limitations and exclusions of this section, your policy may also provide indemnity under the extensions set out below. Please see your policy for details on what is covered under your policy.

- Compensation for Court Attendance – the costs of attendance at court to act as a witness.
- Corporate Manslaughter – legal costs and expenses incurred defending allegations of manslaughter, corporate manslaughter or corporate homicide made against you and prosecution costs awarded against you.
- Health and Safety at Work etc. Act 1974 – legal costs and expenses costs incurred in the defence of any criminal proceedings brought in respect of a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man.
- Unsatisfied Court Judgments – the amount of damages or costs awarded to the employee or the personal representatives of the employee against third parties in the event of a judgment for damages being obtained by them in respect of personal injury which remains unsatisfied in whole or in part for six (6) months.

## Employers' Liability – Significant or unusual exclusions or limitations

The policy document contains a number of exclusions and limitations which applies to the Employer's Liability cover and its extensions. Some of the more significant exclusions and limitations applying are listed below. QBE will not pay for:

- personal injury to any employee where motor insurance is required by any road traffic legislation.
- liability which arises out of visits, work or activities undertaken offshore.
- fines, penalties or liquidated, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.
- liability which is insured by or would be insured by but for the existence of this cover by any other policy except in respect of any excess beyond the amount payable under such other policy.
- liability which arises out of employment practice disputes related to employment or prospective employment of any person or persons employed by you.
- defence costs related to any alleged breach of a statutory duty or an allegation of manslaughter, corporate manslaughter or corporate homicide.

Cover for liability for personal injury caused by acts of terrorism is limited to £5,000,000.

Please read the Employers' Liability section, General Exclusions, General Terms and Claims Conditions and Requirements for full details of the cover.



# General Exclusions

You should refer to the policy for full details of applicable exclusions.

Unless a section of the policy provides otherwise, we will not indemnify you for any loss or liability which is caused or contributed to by any of the following:

- Aircraft travelling at supersonic speeds.
- Confiscation – confiscation, nationalisation, requisition or expropriation of property by any acts of any government or public, municipal, local or customs authority.
- Cyber risks – cyber act or cyber incident, as defined in the policy, loss of use, reduction in functionality, repair, replacement, loss or theft of any data, unless specifically provided for by a section of the policy.
- Radioactive contamination and weapons – hazards such as the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear, chemical biological bio-chemical or electromagnetic weapons.
- War and terrorism – an act of war or act of terrorism unless covered by the Terrorism section.
- Communicable disease – a communicable disease or the treat of a communicable disease
- Gradually operating causes – wear, tear or any gradually operating cause.
- Northern Ireland – 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 happening in Northern Ireland.
- Pollution – unless such pollution 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.
- Process of heat – property undergoing any process involving the application of heat.
- Theft by principals – theft or attempted theft where you or any director, partner or employee or any member of your family or household are concerned as principal or accessory.
- Unexplained losses – disappearance, unexplained loss, inventory shortage, misfiling or misplacing of information.
- Vacant Premises – theft or attempted theft, malicious damage, leakage of water, leakage of oil or breakage of glass or sanitary ware, during any period when the premises are vacant or unfurnished.
- Electronic risk – the content of any website, your email, intranet or extranet or the failure of electronic, data or equipment to correctly recognise, process or operate due to a failure to recognise any given date.

# General Claims Conditions and Requirements

These conditions apply to all sections of your insurance policy including any extensions unless otherwise expressly provided.

If you need to make a claim under the policy, use the relevant contact details provided in the Claim Notification section of your policy for the section under which you wish to claim.

## Notification conditions

Except in relation to the Employers' Liability section, it is a condition precedent to our liability that you comply with the notification provisions for each section as set out in the General Claims Conditions and Requirements section. Please see the policy terms for further detail. If you do not comply, indemnity may not be provided.

## Other Claims Conditions

- No admission of liability

Except in relation to the Employers' Liability section, it is a condition precedent to our liability under the policy that you do not admit responsibility, liability or make any offer or promise in relation to a claim without our prior written consent.

- Your other duties

You must act with due diligence and honesty, co-operate with us and give all such information, assistance to enable us to investigate any claim as we may require or request, and comply with any GDPR reporting obligations; and not to destroy evidence or documentation without our prior written consent.

You must provide us with copies of any legal documents relating to an insured event within 3 business days and authorise us to obtain medical records or other relevant information.

- Our Rights

We will have conduct of any potential insured claim which may be subject to an indemnity and will be permitted to take over the defence or settlement of any claim in your name.

- Subrogation

You must not waive any rights of recourse or recovery against any other person relating to an occurrence or loss that may give rise to a claim. You must, at our request, undertake such acts as may be required for the purpose of enforcing any rights and remedies.

# General Terms and Information

Below is a summary of some of the General Terms applicable to the whole policy. Please refer to the policy for full details of its terms and conditions.

## Excess

When you make a claim, a policy excess may apply as set out in the policy schedule. The amount will vary according to the type of loss.

An excess is the first amount of any loss which is payable by you, which does not form part of the sum insured. For example, if your sum insured is £5,000 with an excess of £500, then if you suffer a loss of £2,000 we will pay you £1,500. However, if the loss totals £6,000 then we will pay £5,000 (up to the sum insured).

The policy and schedule will also set out whether the amount of excess will be applied per claim or per occurrence.

## Cancellation

You may cancel this policy by giving written notice of cancellation to us, quoting your policy number:

- within 14 days from the inception day of the policy. You have the right to cancel the policy free of charge and to receive full refund of premium under this policy,
- after 14 days from the inception day of the policy. We may refund any unearned premium calculated pro-rata to the annual premium;

provided that there have been;

- no claims made under the policy for which we have made a payment;
- no claims made under the policy which are still under consideration;
- no incident likely to give rise to a claim but is yet to be reported to us;

during the current period of insurance.

If you cancel the policy after 14 days from the inception day of the policy, there will be an additional charge of £40 to cover the administrative cost of providing the insurance.

This termination will be without prejudice to your or our rights or claims incurred prior to the expiration of such notice. If a claim has been submitted or there has been any incident likely to give rise to a claim during the current period of insurance no refund for the unexpired portion of the premium will be given.

## Premium payment

The insured is liable to pay the premium as set out in the policy. For full details of payment of premium and the duration of payments of premium you should read the policy and the schedule.

## Other restrictions

Certain endorsements that might apply to your policy may restrict cover. For full details you should read the policy documentation.

## Important Information - Insurance Act 2015

Nothing in the policy is intended to vary the provisions of the Insurance Act 2015.

## Governing law and jurisdiction

As set out in your policy.

## Complaint procedure

You can complain about this policy by contacting your broker or by contacting us using the complaints details provided in your policy. A summary of the insurer's complaints handling procedure is available on request and will also be provided to you when acknowledging a complaint.

If you feel that your complaint has not been satisfactorily resolved, you may be eligible to contact the UK Financial Ombudsman Service (UK FOS) to review the complaint. Information about the eligibility criteria is available on the UK FOS website:

You can contact the UK FOS via its website, or write to the UK FOS at:

Exchange Tower,  
London,  
E14 9SR.

Tel: +44 (0)800 023 4567

## Compensation

You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if we are unable to meet our obligations under the policy. Further information is available from [www.fscs.org.uk](http://www.fscs.org.uk), or you can write to the Financial Services Compensation Scheme,

PO Box 300,  
Mitcheldean,  
GL17 1DY.

## Your insurer

QBE UK Limited is the insurer under this policy except under the Legal Expenses section.

QBE UK Limited is a private company limited by shares (company number 01761561) and is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under Registration Number 202842.

Head Office and registered address:

30 Fenchurch Street,  
London,  
EC3M 3BD.

Tel: +44 (0)20 7105 4000

You may check these details by visiting the FCA's website or by contacting the FCA on +44 (0)845 606 9966.

### **Your Legal Expenses section insurer (if insured)**

The insurer of the 'Legal Expenses' section is HDI Global Specialty SE.

HDI Global Specialty SE is authorised and regulated by Bundesanstalt für Finanzdienstleistungsaufsicht. Deemed authorised by the Prudential Regulation Authority and subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority.

ARAG plc is authorised to administer the 'Legal Expenses' section of this policy on behalf of the insurer HDI Global Specialty SE. Registered address: Roderbruchstraße 26, 30655 Hannover, Germany.

ARAG plc is registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN.



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