



# Practitioner Insurance

## Policy Wording



**childcare insurance  
services**

# Practitioner Insurance Policy

This insurance is a group policy arranged for SCMA by Childcare Insurance Services for the benefit of individual childcare practitioners who are members of SCMA.

The group policy is insured with Covéa Insurance.

This policy sets out the details of the insurance cover provided to **you** as a benefit of **your** membership of SCMA.

Please read the policy and **schedule** carefully.

Please contact Childcare Insurance Services if **you** have any questions.

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# Introduction

## About the Practitioner Insurance 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 the **group policyholder** 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.

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

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

If the **group policyholder** is not sure whether certain facts are relevant please ask Childcare Insurance Services. If the **group policyholder** does not tell **us** about relevant changes, this group policy may not be valid or the group policy may not cover the individual members of the **group policyholder** fully or at all.

The **group policyholder** should keep a written record (including copies of letters) of any information it gives Childcare Insurance Services.

# Member 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 Childcare Insurance Services on **0330 058 9860** or Covéa Insurance Commercial Claims on **0330 024 2266**.

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.

**You** may 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 **you** instruct **your** own solicitor or accountant without telling ARAG plc, **you** will be liable for costs that are not covered by the Legal Expenses Section.
2. **You** must follow the "Special Conditions Applying to the Recovery of Childcare Fees under Insured Event 12. Contract & Debt Recovery" as detailed on page 48 before making a claim for the recovery of childcare fees that are owed to **you**.
3. **You** can request a claim form between 9am and 5pm Monday to Friday (except bank holidays) by telephoning **0330 303 1955** or by downloading one at **[www.arag.co.uk/newclaims](http://www.arag.co.uk/newclaims)**
4. The completed claim form and supporting documentation can be sent to ARAG plc by email, post or fax. Further details are set out in the claim form itself.
5. ARAG plc will send the **you** a written acknowledgment by the end of the next working day after receiving **your** claim form.
6. Within five working days of receiving all the information needed to assess the availability of cover under the Legal Expenses Section of the policy, ARAG plc will write to **you** either:
  - (a) confirming cover under the terms of the Legal Expenses Section and advising **you** of the next steps to progress **your** claim; or
  - (b) if the claim is not covered, ARAG plc will explain in full why and advise whether they can assist in another way
7. When a representative is appointed they will try to resolve **your** dispute without delay, arranging mediation whenever appropriate.

ARAG plc will check on the progress of **your** claim with the appointed representative from time to time. Sometimes matters cannot be resolved quickly, particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

# Member Information

*Continued*

## 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 24/7, and tax advice is available between 9am and 5pm on weekdays (except bank holidays).

The advice covers professional and business-related legal matters within EU law and tax matters within the UK. **Your** query will be dealt with by a qualified specialist 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 175 7922 quoting Practitioner Insurance and your Insured Member Certificate Number.**

### Redundancy Assistance

If **you** are planning redundancies and need extra legal support, ARAG can arrange specialist consultancy assistance for **you**. Redundancy assistance will help **you** to implement a fair selection process and ensure that the redundancy notices are correctly served. The service offers document review and telephone or written advice and is subject to a charge. This service is available between 9am and 5pm on weekdays (except bank holidays).

**To contact the above service, phone 0330 303 1955 quoting Practitioner Insurance and your Insured Member Certificate 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 13 (Crisis communication) when **you** use this helpline.

**To contact the above service, phone 0344 571 7964 quoting Practitioner Insurance and your Insured Member Certificate Number.**

### Counselling Assistance

ARAG's qualified counsellors will provide free confidential support and advice by phone to **your employees** or their 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 service helpline is open 24 hours a day, seven days a week.**

# Member Information

*Continued*

## Identity Theft Resolution Service

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 Practitioner Insurance and your Insured Member Certificate Number.**

## Online Legal Services

### Business Legal Service

Register today at **www.araglegal.co.uk** and enter the voucher code **ARAG753BIZ** to access the law guide and download legal documents to help with commercial or professional legal matters.

### Consumer Legal Service

Registering at **www.araglegal.co.uk** using voucher code **ARAG697CON** will give **you** access to the law guide for consumers. **You** will be able to download useful personal legal documents, such as a free will once **you** have registered as a consumer.

## 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 Childcare Insurance Services

If **you** have a complaint regarding the cover under this policy, the information or advice **you** received about it, the operation or administration of the policy **you** should contact Childcare Insurance Services using the following details.

Childcare Insurance Services

6th Floor Knollys House

17 Addiscombe Road

Croydon

CR0 6SR

Telephone: **0330 058 9860**.

Email: **compliance@mortonmichel.com**

### How to Make a Complaint to Covéa Insurance

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

Customer Relations

Covéa Insurance

Norman Place

Reading

Berkshire RG1 8DA

## Member Information

*Continued*

Telephone: **0330 221 0444**

Calls may be recorded for training and evidential purposes.

Website: **[www.coveainsurance.co.uk](http://www.coveainsurance.co.uk)**

Email: **[customer.relations-rdg@coveainsurance.co.uk](mailto: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](http://www.coveainsurance.co.uk/complaints)**

### How to Make a Complaint to ARAG plc

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

The Customer Relations Department

ARAG plc

9 Whiteladies Road

Clifton

Bristol

BS8 1NN

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](mailto:customerrelations@arag.co.uk)**

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.

**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 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](http://www.financial-ombudsman.org.uk)**

Email: **[complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)**

### Financial Services Compensation Scheme

The insurers under this policy are covered by the Financial Services Compensation Scheme. Compensation may be payable under the scheme if the insurer cannot meet its obligations. This depends on the type of business and the circumstances of the claim.

## Member Information

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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](http://www.fscs.org.uk)**

Email: **[enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)**

### 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** to the **group policyholder**, 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.

## Member Information

*Continued*

### 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.

### 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,

Norman Place,

Reading,

Berkshire,

RG1 8DA

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)**

# Member Information

*Continued*

## 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 HDI Global Specialty SE.

### Covea Insurance plc

Covea Insurance plc is registered in England and Wales under number 613259. **We** underwrite general insurance business. **We** are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

**Our** Firms reference 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 registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN.

ARAG plc is authorised and regulated by the Financial Conduct Authority firm registration number 452369.

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.

HDI Global Specialty SE is authorised and regulated by Bundesanstalt für Finanzdienstleistungsaufsicht. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. (FRN: 659331).

### Childcare Insurance Services

This policy is arranged for SCMA by Childcare Insurance Services.

Childcare Insurance Services is a trading name of Morton Michel Limited.

Morton Michel Limited 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. Its Firms reference number is 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)

## 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.

### act of terrorism

an act or threatened act that:

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
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
3. is committed for political, religious, ideological or other similar purposes

### babysitting or nanny services

the provision of childcare services to **children** in their own home on an ad-hoc basis or when provided on a regular structured basis incidental to **your** activities as a registered childminder

### bodily injury

death, injury, illness, disease or shock

### business

if **you** are a registered childminder, the business described in the **schedule** conducted at any **premises** solely within the **territorial limits** including:

1. attending childminding and/or parent and toddler groups and activities
2. day trips and outings in the **territorial limits**
3. pick-ups and drop-offs
4. overnight care
5. **babysitting or nanny services**
6. participation as an exhibitor at trade shows and exhibitions
7. the ownership repair and maintenance of the **premises**

if **you** are a registered nanny or non-registered nanny, the business described in the **schedule** conducted solely within the **territorial limits** including:

1. participation as an exhibitor at trade shows and exhibitions
2. the ownership repair and maintenance of the **premises**

### business hours

the period during which the **premises** are occupied by **you** or **your** authorised **employees** for the purposes of the **business**

### child, children

any person or persons up to and including the age of 17 years **you** are contracted to care for

### circumstance

information or facts or matters of which **you** are aware that are likely to give rise to a claim against **you** which **you** could become legally liable to pay and which arise out of the exercise and conduct of the **business**

### compensation

damages including interest

# General Definitions

*Continued*

<b>computer system</b>	a computer or other equipment or component or system or item which processes stores transmits or receives <b>data</b>
<b>costs and expenses</b>	<ol style="list-style-type: none"><li>1. claimants' legal costs for which <b>you</b> are legally liable</li><li>2. all costs and expenses incurred with <b>our</b> written consent in defending any claim</li><li>3. the solicitor's fees incurred with <b>our</b> written consent for representation at proceedings in any court of summary jurisdiction in respect of any alleged act causing or relating to any occurrence which may be the subject of indemnity under this policy or at any coroner's inquest or fatal accident inquiry</li></ol>
<b>damage</b>	accidental loss, destruction or damage unless otherwise excluded
<b>data</b>	data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever
<b>defence costs</b>	all costs and expenses incurred with <b>our</b> written consent 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>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 programs, software, firmware, operating systems or other coded instructions for the processing or manipulation of data
<b>employee</b>	any person working under <b>your</b> control in connection with the <b>business</b> who is: <ol style="list-style-type: none"><li>1. under a contract of service or apprenticeship to <b>you</b></li><li>2. a labour master or labour only sub contractor or person supplied by them</li><li>3. a self employed person providing labour only</li><li>4. a trainee or person undergoing work experience, training, study or exchange scheme</li><li>5. a person under a contract of service or apprenticeship with some other employer and who is 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
<b>family</b>	<b>your</b> spouse, children, parents and any other relations permanently living with <b>you</b>

# General Definitions

*Continued*

<b>gross revenue</b>	the money paid or payable to <b>you</b> for work done and services rendered in the course of the <b>business</b>
<b>group policyholder</b>	Scottish Childminding Association (SCMA)
<b>indemnity period</b>	the period beginning with the date of <b>damage</b> and lasting for the period during which <b>your business</b> is affected as a result of the <b>damage</b> , but not longer than the <b>maximum indemnity period</b>
<b>official</b>	<b>you</b> and any director, partner or <b>employee</b> of the <b>business</b>
<b>operative sections</b>	the sections which <b>you</b> have selected and for which cover is provided by this policy
<b>offshore Installation</b>	<ol style="list-style-type: none"><li>1. installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation</li><li>2. installation in the sea or tidal waters which is intended for the storage or recovery of gas or generation of electricity</li><li>3. pipe or system of pipes in the sea or tidal waters</li><li>4. accommodation installation for persons who work on or from the locations specified above</li></ol>
<b>period of insurance</b>	the period of insurance stated in the <b>schedule</b> and any subsequent period for which <b>we</b> have accepted a renewal premium
<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>practitioner business contents</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>premises</b>	<p>if <b>you</b> are a registered childminder, the premises registered with and approved by <b>your</b> registering authority occupied by <b>you</b> for the purpose of the <b>business</b></p> <p>if <b>you</b> are a registered nanny or non-registered nanny, the domestic premises at which <b>you</b> are contracted to provide the <b>business</b></p>

## General Definitions

*Continued*

<b>property insured</b>	<b>practitioner business contents</b> or any other property as specified in the <b>schedule</b>
<b>schedule</b>	the document that specifies <b>your</b> details, the <b>period of insurance</b> , the <b>property insured</b> and the <b>operative sections</b> of the policy with the sums insured, limits and <b>excess</b> which apply and any endorsements and conditions which amend the standard policy wording
<b>standard gross revenue</b>	the <b>gross revenue</b> during that period in the twelve months immediately before the date of the <b>damage</b> which corresponds with the <b>indemnity period</b>
<b>territorial limits</b>	the <b>United Kingdom</b> , the Isle of Man and the Channel Islands
<b>United Kingdom</b>	Great Britain and Northern Ireland
<b>virus or similar mechanism</b>	program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to <b>damage</b> , interfere with, adversely affect, infiltrate or monitor computer programs, <b>computer systems, data</b> or operations, whether involving self-replication or not. The definition of virus or similar mechanism includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to <b>damage</b> , interfere with, adversely affect, infiltrate or monitor as above
<b>we, us, our</b>	Covea Insurance plc
<b>you, your, yours, insured member</b>	each individual childcare practitioner who is a member of the <b>group policyholder</b> and is named as the Insured Member 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

The **group policyholder** must tell Childcare Insurance Services or **us** immediately if during the **period of insurance** there is any alteration in risk or to the facts which the **group policyholder** disclosed when it took out this policy, which materially affects the risk of injury, loss, **damage** or liability which would fall within the policy cover.

When the **group policyholder** tells **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 the **group policyholder** fails 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 the **group policyholder** 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 the **group policyholder** 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 the **group policyholder** actually paid with the premium which **we** would have charged had the **group policyholder** told **us** about the alteration in risk. For example, if the premium which the **group policyholder** 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

The **group policyholder** may cancel this policy by giving written instructions to Childcare Insurance Services at 6th Floor Knollys House, 17 Addiscombe Road, Croydon CR0 6SR or to **us** at Covea Insurance plc, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX. The **group policyholder** may cancel this policy at any time from the date it begins. If cover has not yet started the **group policyholder** will receive a full refund of the premium. If cover has started, the **group policyholder** will give **us** 90 days notice of cancellation. **We** will refund the premium for the exact number of days left on the policy in respect of the insurance for each **insured member**. No refund will be given in respect of the insurance for each **insured member** 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 the Cancel the Policy

**We** or Childcare Insurance Services acting with **our** authority have the right to cancel this group policy, where there is a valid reason for doing so.

Valid reasons may include but are not limited to:

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

# General Conditions

*Continued*

- 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  
and failing to put this right when **we** ask the **group policyholder** to by sending it seven days written notice to its latest address
- (ii) use of threatening or abusive behaviour or language, or intimidation or bullying of **our** staff or suppliers.

**We** will give the **group policyholder**

(i) fourteen days notice of cancellation, where cancellation is for not paying a premium when it is due

(ii) 90 days notice of cancellation, where cancellation is for any other reason

in writing, by recorded delivery, to the latest address **we** have for it and will set out **our** reason for cancellation in **our** letter.

If **we** cancel this group policy, **we** will refund the premium for the exact number of days left on the policy in respect of the insurance for each **insured member** 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**.

## (c) Our Rights to Cancel an Insured Member's Insurance under the Group Policy

**We** or Childcare Insurance Services acting with **our** authority have the right to cancel the insurance under this policy for any **insured member**, where there is a valid reason for doing so.

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

- (i) an **insured member** not
  - co-operating with **us**, or sending **us** information or documentation that materially affects **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 them to by sending them seven days written notice to their latest address
- (ii) use of threatening or abusive behaviour or language, or intimidation or bullying of **our** staff or suppliers by an **insured member**
- (iii) an **insured member** not
  - giving **us** access to their **premises** when **we** have asked to carry out a risk survey
  - complying with any risk improvements required by **us** following a survey within the timescales specified.

## 4. Change of Risk or Interest

- (a) This group policy will be avoided if the **group policyholder's**:
  - (i) interest ceases other than by death
  - (ii) business be wound up or carried on by a liquidator or receiver or permanently discontinued at any time after the commencement of this group policy unless **we** have accepted the change.
- (b) The insurance under this group policy for any **insured member** will be avoided if the **insured member's**:
  - (i) interest ceases other than by death
  - (ii) business be wound up or carried on by a liquidator or receiver or permanently discontinued at any time after the commencement of their insurance under this group policy unless **we** have accepted the change.

Nothing contained in this policy will give any right against **us** to any person other than the **group policyholder** or an **insured member** except to a transferee approved by **us**.

# General Conditions

*Continued*

## 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

The **group policyholder** must make a fair presentation of the risk when it first takes out this policy and also whenever it is renewed, or when it asks **us** to change the cover.

If the **group policyholder** fails 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 group 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 the **group policyholder** 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 the **group policyholder** asked **us** to change the cover, depending on when the failure to make a fair presentation of the risk occurred
- (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 the **group policyholder** any monies already paid in respect of claims falling within the period for which the policy is treated as not having existed or require the **group policyholder** 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 the cover on different terms had the **group policyholder** 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 the **group policyholder** 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 the cover, depending on when the **group policyholder** 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 the **group policyholder** actually paid with the premium which **we** would have charged had the **group policyholder** made a fair presentation of the risk. For example, if the premium which the **group policyholder** actually paid is 70% of the premium **we** would have charged, **we** will only pay 70% of any claim.

## General Conditions

*Continued*

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 the **group policyholder** 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 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.

### 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.

# General Conditions

*Continued*

## 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 in accordance with General Condition 3. Cancellation, 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, insured member**' 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 **your** insurance under this group policy as having terminated with effect from the time of the fraudulent act.

If **we** do treat **your** insurance as having terminated **you** will have no cover under this group policy from the date of termination.

Where a fraudulent claim is made by or on behalf of a person who is not the **insured member** 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

*Continued*

## 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 loss or damage to any property whatsoever or any claim, cost or expense whatsoever resulting or arising therefrom or any consequential loss or any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

#### 1. Confiscation

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

#### 2. Radioactive Contamination

- (a) Ionising radiations from or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- (b) The radioactive, toxic, explosive or other hazardous properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
- (c) Any weapon or device employing atomic or nuclear fission and or fusion or other like reaction or radioactive force or matter.
- (d) The radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter, but the exclusion in this paragraph (d) shall not extend to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
- (e) Any chemical biological bio-chemical or electromagnetic weapon.

As far as concerns **bodily injury** caused to any **employee of yours** if such **bodily injury** arises out of and in the course of employment or engagement of such person by **you** this Exclusion shall apply only in respect of:

- (i) the liability of any principal
- (ii) liability assumed by **you** under agreement and which would not have attached in the absence of such agreement.

#### 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 Practitioner Contents, Loss of Revenue and Temporary Suspension of Registration Certificate Sections

**We** will not pay for any loss, damage or any claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:

#### 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. Communicable Disease

- (a) (i) a **communicable disease**; or
- (ii) the fear or threat (whether actual or perceived) of a **communicable disease** regardless of any other cause or event contributing concurrently or in any other sequence thereto.

## General Exclusions

*Continued*

The above Exclusion includes, without limitation to the scope of the foregoing:

1. any cost to clean up, detoxify, remove, monitor or test:
    - (i) for a **communicable disease**; or
    - (ii) any property insured hereunder that is affected by such **communicable disease**, and
  2. any measures taken by any governmental, public or other authority or any other person for the prevention, suppression, mitigation, cleaning or removal of any **communicable disease**.
- (b) However, paragraph (a) shall not apply to physical loss or destruction of, or physical damage to, property and any resulting consequential loss, to the extent that **you** establish that such physical loss, destruction or damage was directly caused by:
- (i) an **act of terrorism**, or
  - (ii) a **defined peril**, as described below
- where specifically insured by this insurance.

All other terms, Conditions and Exclusions of the insurance remain the same.

For the purposes of this Exclusion the following Definitions apply:

**communicable disease** means any type of disease or illness which can be transmitted by means of any substance or agent from any organism to another organism where:

1. the substance or agent includes, but is not limited to, any pathogen, virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas, or between organisms, and
3. the disease, illness, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property of any type

**defined peril** means one of the following perils if specifically insured by this insurance:

fire (howsoever caused); lightning; explosion; aircraft and aerial devices dropped from them; riot; civil commotion; strikers; damage caused by malicious persons; windstorm; rainstorm; hail; tornado; cyclone; typhoon; hurricane; earthquake; seaquake; seismic and/or volcanic disturbance/eruption; flood (howsoever caused); freeze; ice storm; weight of snow or ice; avalanche; meteorite or asteroid impact; landslip; landslide; mudslide; escape of water, oil or hydraulic fluid from any tank, apparatus or pipe; sprinkler leakage; impact by any road vehicle or animal; theft or attempted theft; mechanical or electrical breakdown; subsidence; heave; implosion; or collapse

### 7. Electronic Risk

- (a) Any:
- (i) loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a **computer system**, unless subject to the provisions of paragraph (b)
  - (ii) loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **data**, including any amount pertaining to the value of such **data** unless subject to the provisions of paragraph (c).
- (b) Notwithstanding paragraph (a) above, and subject to all terms, Conditions and Exclusions of this policy or any endorsement thereto, this policy covers physical damage to property insured under this policy and any consequential loss directly resulting therefrom where such physical damage is directly occasioned by any of the **defined perils** as described below.
- (c) Notwithstanding sub paragraph (a) (ii) above, in the event that hardware or the **data** storage device of a **computer system** insured under this policy sustains physical damage caused by a **defined Peril** which results in damage to or loss of **data** stored on that hardware or the **data** storage device, then

## General Exclusions

*Continued*

the damage to or loss of such **data** shall be recoverable hereunder and the basis of valuation for the recovery of the damaged or lost **data** shall only be the costs of reproducing **data** if such costs are indemnified under this policy. Such costs shall include all reasonable and necessary expenses incurred in recreating, gathering or assembling such **data**, but does not include the value of the **data** to you or any other party even if such **data** cannot be recreated, gathered or assembled.

For the purposes of this Exclusion the following Definitions apply:

**computer system** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility

**data** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **computer system**

**defined peril** means fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow

### 8. Gradually Operating Causes

Wear, tear or any gradually operating cause.

### 9. 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.

### 10. Pollution or Contamination

(a) **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**.

(b) In addition, **we** will not pay for any loss under the Business Interruption Section of this policy resulting from **pollution or contamination** other than loss resulting from **damage** at the **premises** to property used by **you** for the purpose of the **business** 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**.

### 11. Process of Heat

Property undergoing any process involving the application of heat.

### 12. Theft by Principals

Theft or attempted theft where an **official** or any member of an **official's** family or household be concerned as principal or accessory.

### 13. Unexplained Losses

Disappearance, unexplained loss, inventory shortage, misfiling or misplacing of information.

### 14. Vacant or Unoccupied Premises

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.

## General Exclusions

*Continued*

### 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:

#### 15. Asbestos

- (a) Any liability arising directly or indirectly out of 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).

#### 16. Communicable Disease

A **communicable disease** or the fear or threat (whether actual or perceived) of a **communicable disease**.

For the purposes of this Exclusion the following Definition applies:

**communicable disease** means

- 1. coronavirus being:
  - (a) any coronavirus; or
  - (b) any disease caused by any coronavirus; or
  - (c) any mutation or variation of any coronavirus or of any disease caused by any coronavirus
- 2. any other infectious disease in humans which has been determined or declared to:
  - (a) constitute a Public Health Emergency of International Concern under the International Health Regulations (2005) (as amended or replaced from time to time); and/or
  - (b) an outbreak identified as a major health incident in the United Kingdom, for which a Scientific Advisory Group for Emergencies has been activated by the Cabinet Office Briefing Room

#### 17. 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.

#### 18. 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>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:

1. all amounts which **you** become legally liable to to pay as **compensation** and
2. **costs and expenses**  
in respect of:
  - (a) accidental **bodily injury** to any person
  - (b) **damage** to material property
  - (c) accidental nuisance or trespass, obstruction, loss of amenities or interference with any right of way, light, air or water
  - (d) wrongful arrest, malicious prosecution, detention, imprisonment, eviction or invasion of the right of privacy of any personoccurring in connection with the **business** and occurring:
  - (i) during the **period of insurance**
  - (ii) within the **territorial limits**
  - (iii) elsewhere in the world in respect of any journey or temporary visit in connection with the **business** by **officials** normally resident within the **territorial limits**, provided such journey or visit is not for the purpose of performing manual work
  - (iv) anywhere in the world caused by **products**.

# Public and Products Liability Section

*Continued*

## 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 to any person other than an **employee** 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

*Continued*

**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 **officials 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. Health and Safety at Work etc. Act 1974

**We** will indemnify **you** and at **your** request any director, partner or **employee** in respect of 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 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man, 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.

## Public and Products Liability Section

*Continued*

**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**.

### 9. 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.

### 10. Overseas Personal Liability

**We** will pay **you** or at **your** request any director or partner or any **employee** or spouse of such person in respect of any amount for which they will be legally liable incurred in a personal capacity whilst temporarily outside the **territorial limits** in connection with the **business**.

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

- (a) ownership or occupation of land and buildings
- (b) any person referred to above who is entitled to payment under any other policy.

### 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 as **compensation** 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**.

Where indemnity is provided for liability in respect of claims brought in the United States of America or Canada or their dependencies or trust territories the Limit of Indemnity stated in the **schedule** shall be the maximum amount payable by **us** inclusive of all **costs and expenses**.

# Public and Products Liability Section

Continued

## Conditions

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

### 1. Administration of Drugs or 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)** details of any known allergy to medication for each **child** must be obtained from a **parent** and recorded by an **official** 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 **child's** General Practitioner or consultant and given to **you** by:
  - the **child'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 **child's parent**
  - 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 **child's** name, must be attached to the drugs or medicine
- (vi)** a drugs/medicine register must be kept showing:
  - the **child'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 witness
  - time of notification to **child's parent** when an administration of drug or medicine has been given in an emergency
  - note of any known allergy to medication suffered by **children** in **your** care
- (vii)** **you** must familiarise yourself and comply with all relevant requirements of **your** statutory registering authority concerning the administration of drugs and medicines
- (viii)** **you** must have a letter of authorisation from the **child's parent** 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 **1 (a)** above), **you** must comply with **(i)** to **(vi)** above AND IN ADDITION

- (i)** **you** must have a letter from the **child's parent** providing specific consent for **officials** to administer the medication
- (ii)** **you** must have a letter from the **child'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

# Public and Products Liability Section

*Continued*

- (iii) **you** must ensure that any **official** administering the drug or medicine has the training specified by:
  - the **child's parent**
  - or the **child's** General Practitioner or consultantand, if required, you must provide proof of such training.

## 2. Administration or provision of oxygen, tube feeding, cleaning and changing

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 **child's** General Practitioner or consultant stating:
  - (i) the **child'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 written consent from the **child's parent** providing specific consent for **you** 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 **child's** General Practitioner or consultant and, if required, provide proof of such training
- (d) **you** must familiarise yourself and comply with all relevant requirements of **your** statutory registering authority concerning the administration/provision of the health support procedures.

## 3. Checks and Investigations for Employees

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

- (a) **you** will:
  - (i) carry out all investigations recommended by Ofsted or any other competent authority on all current and prospective **employees** and
  - (ii) 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** 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 another **employee** for whom criminal records and barred list checks have been obtained.

## 4. 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.

## 5. Equipment Used in Activities

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 that:

- (a) the manufacturers'/suppliers' instructions regarding use, safety and recommended numbers of **children** must be complied with at all times
- (b) if required by the terms of **your** registration, the use of such equipment has been notified to Ofsted or other registering authority and no concerns or objections have been raised and any requirements complied with

## Public and Products Liability Section

*Continued*

- (c) written permission has been obtained from the **child's parent** that the **child** is to be allowed to use such equipment.

### 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 minded **child** whilst not under **your** direct care and custody other than whilst left temporarily in the care and custody of:
  - (a) any of **your** assistants registered with and approved by **your** registering authority:
    - (i) in circumstances which are permitted by and in accordance with the guidelines of **your** registering authority, or
    - (ii) otherwise in an **emergency**
  - (b) another 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** or **damage** 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 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
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** or the cost of making good or recalling such **products** or the cost of rectifying defective work
8. **damage** to property which **you** or any of **your employees** are or have been working on
9.
  - (a) liquidated damages fines or penalties
  - (b) punitive exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory 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**

## Public and Products Liability Section

*Continued*

- (e) the use of solaria, sunbeds, saunas and hydro-massage facilities
- 11. 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
- 12. any second-hand or pre-owned **products** supplied by **you** that:
  - (a) do not meet the standards under current statutory safety legislation other than upholstered furniture or bedding supplied free of charge as a charitable donation
  - (b) are gas appliances of any description
  - (c) are appliances containing or using flammable liquids
  - (d) are electrical appliances other than portable electrical appliances that have been inspected, tested and certified safe by a person qualified to undertake PAT testing (this does not apply to those powered by a battery only)
- 13. liability arising from or caused by or contributed to by any error or omission in:
  - (a) the provision or administering of any treatment other than:
    - (i) first aid treatment
    - (ii) the administration of drugs and medicines strictly in accordance with Condition 1. Administration of Drugs or Medicines
    - (iii) 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 2. Administration or provision of oxygen, tube feeding, cleaning and changing
  - (b) any diagnosis, therapy or medical advice given or performed
  - (c) professional neglect, errors, omissions in treatment, medication, advice, certification or other services by **you**
- 14. 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
- 15. legal liability arising in connection with any visits to or work 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.

# Employers' Liability Section

## Cover

We will pay:

1. all amounts which **you** become legally liable to to pay as **compensation** to any **employee** and
2. **costs and expenses** in respect of **bodily injury** caused in the course of the **business**:
  - (a) during the **period of insurance**
  - (b) within the **territorial limits**
  - (c) 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 to an **employee** 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

Continued

- (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 indemnify **you** and at **your** request any director, partner or **employee** in respect of 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 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man, 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

*Continued*

### 6. Unsatisfied Court Judgements

If any **employee** or their personal representative obtains a judgement from a court within the **territorial limits** for damages for **bodily injury** against any company or individual operating from premises within the **territorial limits** and that judgement remains unpaid in whole or in part for more than six months after the date of the award **we** will pay at **your** request the amount of any unpaid damages and awarded costs to the **employee** or their personal representative.

Provided that:

- (a) the **bodily injury**:
  - (i) is caused during the **period of insurance**
  - (ii) arises out of and in the course of employment in the **business**
- (b) there is no appeal outstanding
- (c) if any payment is made under the terms of this Extension the **employee** or their personal representative will assign the judgement to **us**.

### Maximum Amount Payable

The maximum amount payable in respect of **compensation** and **costs and expenses** will not exceed:

1. £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**
2. 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** 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.

#### 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

*Continued*

### 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
3. fines, penalties or liquidated, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages
4. any liability which is insured by or would but for the existence of this Section be insured by any other policy except in respect of any excess beyond the amount payable under such other policy had this insurance not been effected.

## Professional Indemnity 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.

#### documents

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 Section) but excluding bearer bonds, coupons, bank or currency notes and other negotiable paper

#### letter of claim

the Letter of Claim as detailed in any applicable Pre-Action Protocol

#### you, your, yours

1. the **insured member**
2. any natural person who was, is or during the **period of insurance** becomes a trustee, committee member, volunteer, director or officer of the **insured member**
3. any **employee** or former **employee**
4. the estates, heirs or legal representatives of 1., 2. and 3. above who has died or become incapacitated, insolvent or bankrupt

### Cover

**We** will indemnify **you** against:

1. legal liability to pay **compensation**  
and
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**.

### 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. Consultants

**We** will indemnify **your** 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.

## Professional Indemnity Section

*Continued*

### 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 or 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 **you** are a member of a joint venture or consortium, whether or not the joint venture or consortium is conducted through a separate legal entity.

Provided that:

- (a) such joint venture or consortium together with the turnover/fees of the joint venture or consortium (not just **your** proportion) has been declared to and agreed by **us**
- (b) **our** liability will be proportionate to the lesser of:
  - (i) the percentage of the share capital of the joint venture or consortium owned by **you**, or
  - (ii) the percentage of the voting control of the joint venture exercised by **you**
- (c) **we** will only indemnify **you** under this Extension. No other member of such joint venture or consortium, nor any other third party shall have any rights under this policy and **we** will not be liable to pay a contribution to an insurer of any other member of such joint venture or consortium.

### 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** 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

*Continued*

## 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:

- (a) the amount of the Limit of Indemnity or
- (b) 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 Section 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

*Continued*

## 5. 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

*Continued*

13. any claim or **circumstance** that may give rise to a claim which has been notified and accepted by **us** in respect of any other insurance attaching prior to the inception of this Section 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 Section
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 5. 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. the **excess** stated in the **schedule**.

# Legal Expenses Section

Please read this Section of the policy carefully and in full to familiarise yourself with the terms and conditions.

## 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 **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 if applicable **your** directors, partners, managers and **employees**

### insurer

HDI Global Specialty SE (commercial register number: HRB 211924), (FRN: 659331)

### 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 4. Tax Disputes by the **appointed advisor** and agreed by **us** in advance
4. an **insured person's** basic wages or salary under Insured Event 9. 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 reasonable cost of phone calls, postage (including special delivery), image scanning, photocopying or credit reports incurred under Insured Event 11. b) where the **insured person** has taken advice from **our** Identity Theft Advice Resolution Service
6. the professional fees and expenses of an **appointed advisor** selected by **us** to reduce the actual adverse or negative publicity or media attention under Insured Events 11. d) Executive Suite and 13. Crisis Communication

## Legal Expenses Section

### 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 judgement that might be obtained. Under Insured Event 12. Contract & Debt Recovery, there must be a greater than 50% chance of successfully defending the claim in its entirety
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** 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 Events 6. 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**

## Cover

Following an Insured Event the **insurer** will pay **legal costs & expenses** including the cost of appeals (and compensation awards under Insured Event 2. Employment Compensation Awards) up to

- (a) the limit of indemnity specified in **your schedule** for all claims related by time or originating cause;
- (b) an aggregate limit of £1,000,000 for compensation awards under Insured Event 2. Employment Compensation Awards;

subject to all the following requirements being met.

1. **You** have paid the insurance premium.
2. The **insured person** keeps to the terms of this policy and cooperates fully with **us**.
3. Unless otherwise stated in this Section, the Insured Event arises in connection with **your business** and occurs within the **territorial limits**.
4. The claim
  - (a) always has **reasonable prospects of success** and
  - (b) is reported to **us**
    - (i) during the **period of insurance** and
    - (ii) as soon as the **insured person** first becomes aware of circumstances which could give rise to a claim.
5. 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.
6. 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 limits**.

# Legal Expenses Section

A claim is considered to be reported to **us** when **we** have received the **insured person's** fully completed claim form.

This Section of the policy will pay any otherwise covered claim involving the use of or inability to use a computer, including devices such as smart phones, tablets and wearable technology. This cover is subject to all other policy terms.

## Insured Events

### 1. Employment

A dispute between **you** and **your employee**, **ex-employee**, or a prospective **employee**, arising from a breach or an alleged breach of their:

- (a) contract of service with **you**
- (b) related legal rights.

**You** can claim under the policy as soon as 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 arising from or relating to:

- 1. the pursuit of an action by **you** 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.
- 3. a pension scheme where actions are brought by ten or more **employees** or **ex-employees**.

### 2. Employment Compensation Awards

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

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

Provided that compensation is:

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

The **insurer** will not be liable for any claim arising from or 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. Employment Restrictive Covenants

- (a) A dispute with **your employee** or **ex-employee** which arises from their breach of a restrictive covenant where **you** are seeking financial remedy or damages.

Provided that the restrictive covenant:

- (i) is designed to protect **your** legitimate **business** interests, for a period not exceeding 12 months and
  - (ii) is evidenced in writing and signed by **your employee** or **ex-employee** and
  - (iii) extends no further than is reasonably necessary to protect the **business** interests.
- (b) A dispute with another party who alleges that **you** have breached their legal rights protected by a restrictive covenant.

## Legal Expenses Section

### 4. Tax Disputes

- (a) A formally notified enquiry into **your business** tax.
- (b) A dispute
  - (i) about **your** compliance with HMRC regulations relating to **your employees**, workers or payments to contractors
  - (ii) 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 arising from or 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. circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to **your** financial arrangements
4. any enquiry that concerns assets, monies or wealth outside of the **United Kingdom**
5. **your** failure to register for VAT.

### 5. 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
- (c) which **you** wish to recover or repossess from an **employee** or ex-**employee**.

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

1. a contract between **you** and a third party except for a claim under 5. (c)
2. goods lent or hired out
3. compulsory purchase, demolition restrictions, controls or permissions placed on land or property by any government, local or public authority.

### 6. 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 **you** that arises from the use of any vehicle for personal, social or domestic purposes.

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

### 7. 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 wrongful arrest arising from an allegation of theft.
- (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

## Legal Expenses Section

- (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) A civil action alleging that an **insured person** has
  - (i) committed an act of unlawful discrimination; or
  - (ii) failed to correctly exercise their fiduciary duty as a trustee of a pension fund set up for the benefit of **your employees**.
- (f) 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 18 will be waived for the purpose of applying insurance under this Insured Event.**

The **insurer** will not be liable for any claim arising from or 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.

### 8. Statutory Licence Appeals

An appeal against a formal written proposal by the relevant authority to alter, suspend, revoke or refuse to renew a licence or compulsory registration required to run **your business**.

### 9. Loss of Earnings

The **insured person's** absence from work to attend court, tribunal, arbitration, regulatory proceedings or 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.

### 10. Personal Injury

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

The **insurer** will not be liable for any claim arising from or relating to a condition, illness or disease which develops gradually over time.

## Legal Expenses Section

### 11. Executive Suite

This Insured Event applies only to the principal, executive officers, directors and partners of **your business**.

- (a) An HMRC enquiry into the executive's personal tax affairs.
- (b) A claim that arises from personal identity theft provided that the person claiming has sought and followed advice from the Identity Theft Resolution Service.
- (c) A dispute that arises from the terms of **your business** partnership agreement that is to be referred to mediation.
- (d) Crisis Communication described in Insured Event 13. below shall be available to the principal, executive officers, directors and partners of the **business** for matters occurring in their private or personal capacity that cause significant adverse publicity or reputational damage.

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

- 1.
  - (a) 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
  - (b) an investigation by the Fraud Investigation Service of HMRC
  - (c) circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the executive's financial arrangements
  - (d) any enquiry that concerns assets, monies or wealth outside of the **United Kingdom**
  - (e) costs incurred in excess of £25,000 for a claim under 11. (c) and 11. (d).
- 2. Crisis Communication for a matter that has not actually resulted in adverse publicity appearing online, in print or broadcast.

### 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 buy, sell, hire or lease goods or services or to rent **your business** premises, provided that if **you** are claiming:

- (a) for an undisputed debt **you** have exhausted **your** normal credit control procedures
- (b) to recover childcare fees **you** can provide evidence that **you** have correctly followed the Special Conditions Applying to the Recovery of Childcare Fees as detailed on page 50.

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

- 1. a dispute with a tenant or lessee where **you** are the landlord or lessor
- 2. the sale or purchase of land or buildings
- 3. loans, mortgages, endowments, pensions or any other financial product
- 4. computer hardware, software, internet services or systems which:
  - (a) have been supplied by **you** or
  - (b) have been tailored to **your** requirements
- 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**
- 8. adjudication or arbitration
- 9. an amount which is less than £200.

### 13. 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) prepare communication for **your** staff/customers/suppliers and/or a telephone or website script or social media messaging

## Legal Expenses Section

- (c) arrange, support and represent the **insured person** at an event which the media will be reporting
- (d) support the **insured person** by taking phone calls/emails and managing interaction with media outlets
- (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 arising from or 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.

### 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 7 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 Section.

#### 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**.

## Legal Expenses Section

- (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 (**our** panel solicitor firms are chosen with care and **we** agree special terms with them including rates which may be lower than those available from other firms).
- (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.

### 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'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.

### Special Conditions Applying to the Recovery of Childcare Fees under Insured Event 12. Contract & Debt Recovery

In the event of **you** making a claim for unpaid childcare fees, **you** must follow this procedure as soon as the debt becomes overdue by one week:

- **You** must create and send a debt recovery letter which can be found within the Business legal service website **www.araglegal.co.uk**. **You** can register using voucher code: **ARAG487BIZ**
- **You** then must create **your** own user ID and Password.
- Go to the Debt Recovery area of the website and select "Debt Recovery letters for unpaid invoices" from the menu.
- Follow the instructions onscreen to create **your** customised letters. **You** will be prompted to enter information and there are guidance notes to help **you**. When **you** get to a question about escalating **your** claim "through the county court, or money claims online", please select "money claims online".
- **You** must retain evidence of this letter being sent to evidence **your** claim. **You** can either email **your** completed letter(s) to the parents and retain a mail return receipt together with **your** "sent" email, or, if **you** provide a hard copy (paper) document, **you** will need to send it by recorded delivery. If the letter is served by hand, print two copies. Give one copy to the parent and get them to sign and enter a receipt date on the copy **you** keep.
- If fees remain unpaid after a further two weeks from the date of the first letter and **you** have no repayment plan in place to collect what is owed, **you** must send the second debt recovery letter. Again, retain evidence of this letter being sent, as detailed above.

## Legal Expenses Section

- If **you** do not receive a response within one week of the date of the second debt recovery letter, then **you** must follow the standard claims procedure as detailed under How to make a Claim on page 4.

### 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 this policy, and which the **insured person** knew or ought reasonably to have known could lead to a claim
3. an allegation against the **insured person** involving:
  - (a) malicious falsehood or defamation (except in relation to Insured Event 13. Crisis Communication)
  - (b) the manufacture, dealing in or use of alcohol, illegal drugs, illegal immigration
  - (c) offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences)
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 (except in relation to Insured Event 3. Employment Restrictive Covenants)
7. a dispute with any subsidiary, parent, associated or sister company or between shareholders or partners (except in relation to mediation under Insured Event 11. (c))
8.
  - (a) a franchise agreement
  - (b) an agency agreement through which one party has the legal capacity to alter the legal relations of the other
9. a judicial review
10. a dispute with **us**, the **insurer**, Childcare Insurance Services 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).

### 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)

The insurer's full privacy notice may be found at the following link: [www.hdi-specialty.com/int/en/legals/privacy](http://www.hdi-specialty.com/int/en/legals/privacy)

#### Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address and 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.

## Legal Expenses Section

**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.

## Practitioner Contents 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>overnight</b>	between the hours of 21:00 and 06:00
<b>unattended vehicle</b>	any <b>vehicle</b> with no person in charge or keeping the <b>vehicle</b> under observation and able to observe or prevent any attempt by any person to interfere with the <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. Childminder Contents

**We** will pay for damage to **practitioner business contents** occurring at the **premises**, whilst temporarily removed from the **premises** and in transit thereto and therefrom occurring within the **territorial limits**.

#### 2. Other 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 **child** whilst in **your** care
- (b) property by a **child** 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**.

### Maximum Amount Payable

The most **we** will pay in respect of any one occurrence will not exceed the sum insured stated against each item in the **schedule** unless otherwise stated.

### Basis of Claims Settlement Clauses

#### 1. Basis of Settlement

Following **damage** 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.

## Practitioner Contents Section

*Continued*

### 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 an **official**
  - (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 pests
  - (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 2 Other Property
3. **damage** to **practitioner business contents** by theft or attempted theft from any **unattended vehicle**:
  - (a) **overnight** or after the completion of any **working day of the driver**
  - (b) 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) any property insured by this Section is secured within either:
      - the closed glove compartment of the **vehicle** or
      - the locked boot of a saloon car or
      - the luggage space at the rear of an estate car or hatchback under the top cover and out of view or
      - the 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. **damage** by theft or attempted theft from any unattended building which does not involve forcible and violent entry to or exit from the building
7. the **excess** stated in the **schedule**.

## Loss of Revenue Section

Cover under this Section is not provided unless it is shown as being an **operative section** 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>annual gross revenue</b>	the <b>gross revenue</b> during the twelve months immediately before the date of the <b>damage</b>
<b>damage</b>	loss destruction or damage by any cause insured by the Practitioner Contents Section of this policy
<b>maximum indemnity period</b>	the period stated in the <b>schedule</b> as the maximum indemnity period

### Cover

The amount of loss resulting from interruption of or interference with the **business** carried on by **you** at the **premises** in consequence of **damage** occurring during the **period of insurance** to any property used by **you** at the **premises** for the purposes of the **business**, provided that:

1. such **damage** would not have been excluded by the Practitioner Contents Section of this policy
2. at the time of **damage** there is insurance in force covering **your** interest in the property at the **premises** against **damage** and that:
  - (a) payment has been made or liability admitted under that insurance; or
  - (b) payment would have been made or liability admitted, for the **damage**, but for the operation of a proviso in the insurance excluding liability for losses below a specified amount.

### Extensions

The following Extensions apply:

#### 1. Compulsory Closure

Interruption of or interference with the **business** as a result of compulsory closure of the **premises** by a public body authorised to prevent access to the **premises** arising from the occurrence of:

- (a) foreign or deleterious matter in food or drink sold, supplied or provided at the **premises**
- (b) murder, manslaughter, suicide or rape at the **premises**
- (c) defective sanitation or the presence of vermin or pests at the **premises**.

For the purposes of the cover provided by this Extension the **indemnity period** is restated as follows:

The **indemnity period** shall mean the period of time during which interruption to the **business** occurs as a result of the matters set out at sub-clauses (a) – (c) (each 'an occurrence') commencing with the date of the closure of the **premises** and not exceeding:

- (a) 30 days in respect of each occurrence and
- (b) 30 days in total in respect of all occurrences in any one **period of insurance**

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

## Loss of Revenue Section

*Continued*

### 2. Prevention of Access

Interruption of or interference with the **business** in consequence of **damage** to property within 1 kilometre of the **premises** which prevents or hinders the use of or prevents access to the **premises** but excluding **damage** to property of any public utility from which **you** obtain supplies or services.

**Our** liability will not exceed the **gross revenue** sum insured stated in the **schedule**.

### 3. Public Utilities

Interruption of or interference with the **business** in consequence of **damage** to:

(a) property at any:

- (i) generating station or sub-station of the public electricity supplier
  - (ii) land based premises of the public gas supplier or of any natural gas producer linked directly with them
  - (iii) land based premises of the public telecommunications supplier or internet service provider
  - (iv) waterworks or pumping station of the public water supplier
- within the **territorial limits** from which **you** obtain electricity, gas or water supplies or telecommunication services

(b) land based property within the **territorial limits** of any public utility from which you obtain supplies or services which results in failure of the supply of:

- (i) electricity at the terminal ends of the supply undertaking's service feeders at the **premises**
- (ii) gas at the supply undertaking's meters at the **premises**
- (iii) water at the supply undertaking's main stopcock serving the **premises**
- (iv) telecommunications services at the incoming line terminals or receivers at the **premises**.

Provided that in respect of Extension **3.(b)** we will not be liable for any failure which does not involve a cessation of supply for at least:

- 1. 4 hours in respect of the public supply of electricity, gas or water
- 2. 24 hours in respect of the public supply telecommunications.

**Our** liability will not exceed the amount shown in the **schedule**:

- 1. any one occurrence in respect of cover under Extension **3.(a)**
- 2. in any one **period of insurance** in respect of cover under Extension **3.(b)**.

## Maximum Amount Payable

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

- 1. the sum insured as shown in the **schedule** in respect of **gross revenue**
  - 2. the limit for each Extension as stated in the **schedule**
- in respect of any one occurrence unless otherwise stated in this Section or in the **schedule**.

Any limit shown against an Extension is within and does not increase the **gross revenue** sum insured shown in the **schedule**.

## Basis of Claims Settlement Clauses

### 1. Gross Revenue

Loss thereof due to:

- (a) loss of **gross revenue** being the amount by which the **gross revenue** during the **indemnity period** falls short of the **standard gross revenue** in consequence of the **damage**

## Loss of Revenue Section

*Continued*

- (b) increase in cost of working being the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **gross revenue** which but for that expenditure would have taken place during the **indemnity period** in consequence of the **damage**, but not exceeding the amount of reduction in **gross revenue** thereby avoided

less any sum saved during the **indemnity period** in respect of such of the charges and expenses of the **business** payable out of **gross revenue** as may cease or be reduced in consequence of the **damage**.

### 2. Alternative Trading

If during the **indemnity period** goods will be sold or services will be rendered elsewhere than at the **premises** for the benefit of the **business** either by **you** or by others on **your** behalf the money paid or payable in respect of such sales or services will be brought into account in arriving at the **gross revenue** as applicable during the **indemnity period**.

### 3. Payments on Account

Payments on account may be made to **you** during the **indemnity period** at **our** discretion subject to any necessary adjustment at the termination of such period.

### 4. Trends and Variations

Adjustments will be made to the figures representing the **annual gross revenue** and **standard gross revenue** that may be necessary to provide for the trend of the **business** and for variations in or other circumstances affecting the **business** either before or after the **damage** and which would have affected the **business** had the **damage** not occurred so that the adjusted figures represent as near as reasonably practicable results which but for the **damage** would have been obtained during the relative period after the **damage**.

### 5. Professional Accountants

**We** will pay under this Section the reasonable charges payable by **you** to professional accountants for producing any particulars or details or any other proofs, information or evidence as may be required by **us** and reporting that such particulars or details are in accordance with **your** books of account or other business books or documents provided that the sum of the amount payable under this clause and the amount otherwise payable under the Section will in no case exceed the Maximum Amount Payable.

## Exclusions

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

This Section does not cover loss arising from any interruption of or interference with the **business**:

1. in consequence of **damage** excluded by the Practitioner Contents Section of this policy
2. not caused by **damage** other than as described in Extensions 1. Compulsory Closure
3. (a) caused by or consisting of the bursting of any boiler, economiser (other than a boiler or economiser on the **premises** or boiler used for domestic purposes only) vessel, machine or apparatus in which internal pressure is due to steam only and belonging to **you** or under **your** control but this shall not exclude subsequent **damage** which itself results from a cause not otherwise excluded
- (b) caused by Explosion in respect of and originating in any vessel machinery or apparatus or its contents, belonging to **you** or under **your** control which requires to be examined to comply with any statutory regulations unless such vessel, machinery or apparatus is the subject of a policy or other contract providing the required inspection service
4. if **your** interest ceases other than by death or the **business** is:
  - (a) wound up or carried on by a liquidator or receiver or
  - (b) permanently discontinuedunless **we** agree otherwise in writing.

## Temporary Suspension of Registration Certificate Section

Cover under this Section is not available to some practitioners. **Your schedule** will show if cover is provided under this 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.

#### indemnity period

the period during which **your business** is affected, beginning with the date of suspension of the **registration certificate** and ending no later than:

1. the date the appropriate registering authority ends the suspension of **your registration certificate**  
or
2. 3 months from the date of the suspension of **your registration certificate**  
whichever is the earlier

#### registration certificate

the certificate granted to **you** by the appropriate registering authority authorising **you** to carry on the **business** at the **premises**

### Cover

In the event of the **registration certificate** being suspended during the **period of insurance** by the appropriate registering authority under the provisions of the regulations relating to such **registration certificates** we will pay **you** in respect of:

1. any consequent reduction in **gross revenue**; and
2. any reasonable additional expenses incurred to maintain the **gross revenue** during the **indemnity period** but not more than the loss avoided under **gross revenue**  
less any amount saved during the **indemnity period** in respect of reduced expenses due to the event.

### Maximum Amount Payable

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

### Basis of Claims Settlement Clauses

#### 1. Gross Revenue

In respect of a reduction in **gross revenue**, we will pay the amount by which the **standard gross revenue** exceeds the actual **gross revenue** during the **indemnity period** due solely to the loss of the **registration certificate**.

If during the **indemnity period** work or services are rendered elsewhere than at the **premises** for the benefit of the **business** either by **you** or by others on **your** behalf, the money paid or payable in respect of such work or services will be brought into account in arriving at the **gross revenue** during the **indemnity period**.

# Temporary Suspension of Registration Certificate Section

*Continued*

## 2. Increase in Cost of Working

In respect of increase in cost of working, **we** will pay any additional expense **you** necessarily and reasonably incur to prevent or limit a reduction in **gross revenue** during the **indemnity period** which, but for such additional expense, would have taken place due to the loss of the **registration certificate**.

**We** will not pay more than the reduction in **gross revenue** avoided by the expenditure less any savings during the **indemnity period** in business charges or expenses, payable out of **gross revenue**, which reduce or cease due to the loss of the **registration certificate**.

## Conditions

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

### 1. Complaints, Convictions and Objections

It is a condition precedent to **our** liability that **you** will immediately advise **us** in writing and supply such additional information and give such assistance as **we** may reasonably require on becoming aware of any:

- (a) complaint about the **premises** or the conduct or control of the **business** or any other circumstances advised to **your** registering authority which may endanger **your registration certificate**
- (b) proceedings against or conviction of **you** or the **registration certificate** holder of the **premises** for any breach of the law or other matters whereby the character or reputation of the person concerned is affected or called into question with respect to his honesty, moral standing or sobriety.

### 2. Supply of Information and Assistance

In the event of the **registration certificate** being cancelled or suspended it is a condition precedent to **our** liability that **you** will at **your** own expense unless otherwise stated:

- (a) give written notice to **us** within twenty-four hours of becoming aware of such event stating the grounds upon which the **registration certificate** was cancelled or suspended
- (b) apply if practicable and if required by **us** for the grant of a new **registration certificate** for the same or alternative premises as may enable **you** to continue the **business** in a similar or alternative form
- (c) give all such assistance as **we** may require for the purpose of an appeal against such cancellation or suspension
- (d) take all practicable steps to minimise any claim
- (e) within 30 days of being requested to do so by **us**, provide a statement of the loss and such documents and accounts as may be reasonably required by **us** to verify such statement
- (f) if requested to do so by **us**, make a statutory declaration as to the accuracy and completeness of the statement of the loss and allow **us** free access to the **premises** and all books and accounts as may be necessary to ascertain the depreciation in the value of the **premises** or the **business**
- (g) at **our** request and at **our** expense, do and concur in doing and permit to be done all such acts as may be reasonably required by **us** for the purpose of enforcing any rights or remedies or of obtaining relief or indemnity from any other parties.

# Temporary Suspension of Registration Certificate Section

*Continued*

## 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 for any loss under this Section following cancellation or suspension of the **registration certificate**:

1. unless **you** have made a claim under Insured Event 8. Statutory licence appeals of the Legal Expenses Section of this policy and the claim has been accepted by ARAG plc
2. arising from any cause wholly or partly within or under **your** control
3. if **you** are entitled to obtain compensation under the provisions of any Act of Parliament in respect of the cancellation or suspension of the **registration certificate**
4. arising from any town or country planning, improvement, redevelopment or compulsory purchase order or the surrender, reduction or re-distribution of **registration certificates** in connection therewith
5. arising from any alteration in the law
6. if the **business** is wound up or carried on by a liquidator or receiver or permanently discontinued
7. if **your** interest ceases other than by **your** death.



## **childcare insurance services**

6th Floor, Knollys House, 17 Addiscombe Road, Croydon, CR0 6SR

Tel: 0330 058 9861

Arranged by **Childcare Insurance Services (CIS)** and insured by **Covea Insurance**

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K6411.04.22