

## CHILDCARE & TUTOR POLICY

<u>Contents</u>	<u>Page</u>
<b>Introduction</b>	2
<b>General Definitions</b>	6
<b>General Exclusions</b>	6
<b>Section 1: Public Liability, Professional Liability and Employers Liability</b>	7
Section 1 - Definitions	7
What you are not covered for - Any of Section 1	9
What you are covered for - PUBLIC LIABILITY	10
What you are not covered for - PUBLIC LIABILITY	11
What you are covered for - PROFESSIONAL LIABILITY	12
What you are not covered for - PROFESSIONAL LIABILITY	12
What you are covered for - EMPLOYERS' LIABILITY	14
What you are not covered for - EMPLOYERS' LIABILITY	15
Section 1 – Conditions	16
Section 1 - Claims Conditions	16
<b>Section 2: Legal Expenses</b>	18
Special or unusual conditions and terms of Section 2	19
What is covered? – Section 2 Legal Expenses	21
What is not covered? – Section 2 Legal Expenses	26
Section 2: Claims conditions	27
Section 2: Important information	31
Section 2: Defined Terms	33
<b>Section 3: Loss of Revenue</b>	35
Section 3 - Definitions	35
Section 3 - What you are not covered for	36
Section 3 - What you are covered for	36
Section 3 - Conditions	37
Section 3 - Claims Conditions	37



This document is **your** evidence of insurance under the Marsh Commercial Childcare scheme, which is a master policy arranged by Childcare.co.uk and Marsh Commercial and underwritten by Markel International Insurance Company Limited.

**Valid for policies issued between 1st January 2021 and 31st December 2021**

## **Introduction**

Thank **you** for choosing Childcare.co.uk Public Liability, Professional Liability, Employers Liability and Legal Expenses cover for Childminders, Nannies, Babysitters, Nursery Nurses, Maternity Nurses and Private Tutors. Please read **your** policy and ensure **you** fully understand each element of the cover provided and the terms and conditions which apply. If **you** have any questions regarding **your** policy or the cover it provides, please contact the **administrator**.

## **Authorisation and Regulation**

This insurance is arranged by Marsh Commercial and is underwritten by Markel International Insurance Company Limited Registered in England No.966670. Registered Office 20 Fenchurch Street, London, EC3M 3AZ. **Claims** under the legal expenses element of cover will be handled by Markel Protection Limited which is a separate legal entity to Markel International Insurance Company Limited.

Marsh Commercial and Markel International Insurance Company Limited are authorised and regulated by the Financial Conduct Authority. This can be checked on the Financial Services Register at [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by calling them on 0800 111 6768.

Markel International Insurance Company Limited is also authorised by the Prudential Regulation Authority.

## **Complaints**

**Our** aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing **you** with the highest standard of service.

If **you** have any questions or concerns about **your** policy or the handling of a claim **you** should, in the first instance contact **your administrator**:

Customer Relations Department  
Marsh Commercial  
1 Tower Place West  
Tower Place  
London EC3R 5BU

Tel: 01454 272727

Email: [elaine.blakeston@marshcommercial.co.uk](mailto:elaine.blakeston@marshcommercial.co.uk)



In the event that **you** remain dissatisfied and wish to make a complaint regarding Sections 1 or 3 of this policy **you** can do so at any time by writing to:

Markel (UK) Limited  
Verity House  
6 Canal Wharf  
Leeds  
LS11 5AS

In the event that **you** remain dissatisfied and wish to make a complaint regarding Section 2 of this policy **you** can do so at any time by writing to:

The Customer Services Manager  
Markel Legal Expenses Insurance  
20 Fenchurch Street  
London  
EC3M 3AZ  
Tel: 0345 350 1099  
Email: [complaints@markel.com](mailto:complaints@markel.com)

Complaints that cannot be resolved in this way may be referred to the Financial Ombudsman Service.

If the Financial Ombudsman Service cannot arbitrate over the dispute then **we** and **you** shall both agree on an independent arbitrator (who must be a solicitor or barrister) to arbitrate over the dispute.

Any dispute between **you** and **us** will be decided by arbitration. The arbitrator will be a single arbitrator, either a solicitor or barrister practicing in the Law of England and Wales. The arbitration will take place in England. The arbitration will be governed by both the laws of England and Wales and the Arbitration Act 1996. The apportionment of the costs of the arbitration will be decided by the arbitrator. If **we** and **you** cannot agree on the choice of an arbitrator, an arbitrator will be nominated by the President of either the Law Society or the Bar Council in England and Wales. The costs of the arbitration will be paid by the party that loses the arbitration.

If **you** were sold this product online or by other electronic means and within the European Union (EU) **you** may refer your complaint to the EU Online Dispute Resolution (ODR) platform. Upon receipt of **your** complaint the ODR will escalate **your** complaint to **your** local dispute resolution service – this process is free and conducted entirely online.

**You** can access the ODR platform on <http://ec.europa.eu/odr>.

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find out more information on the FOS at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The contact details for the FOS are:

The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

Telephone: 0800 023 4567 (calls to this number are free from 'fixed lines' in the UK, or  
0300 123 9123 (calls to this number are charged at the same rate as 01 and 02  
numbers on mobile tariffs in the UK)

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



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

In certain situations **you** will not be able to refer **your** complaint to the Financial Ombudsman Service.

If **you** are a large business with an annual turnover of over two million euros (or the equivalent in pounds sterling) and **you** employ more than 10 employees, **you** are not eligible to refer **your** complaint to the Financial Ombudsman Service. If **you** are unsure whether **you** are able to refer **your** complaint, please contact the Financial Ombudsman Service.

Making a complaint does not affect **your** right to take legal action.

### **How to make a complaint about the Markel advice line**

The telephone legal advice is provided by Markel Law LLP and can advise on general UK law. Markel Law LLP makes no additional charge for providing these telephone services.

Markel Law LLP is authorised and regulated by the Solicitors' Regulation Authority ("SRA") under SRA number 459781 and is part of the Markel group of companies.

If you have a complaint about these telephone legal advice services you should contact The Director of Compliance, Markel Law LLP, The Observatory, Chapel Walks, Manchester M2 1HL who will provide details of our complaints procedure, including details of how the complaint will be dealt with internally and if required, by the Legal Ombudsman. For complaints about any other advice given then you should contact us using the details in **Important information - How to make a complaint** and we will do our best to resolve the problem.

### **Personal information/Privacy policy statement**

#### **The basics**

**We** collect and use relevant information about **your** business to provide insurance cover and to meet **our** legal obligations.

This information includes details such as names and addresses (and may include more sensitive details such as information about health and criminal convictions).

The way insurance works means that information may be shared with and used by a number of third parties in the insurance sector but only in connection with the insurance cover that **we** provide to **you**.

#### **Other people's details you provide to us**

**We** will process individual's details, as well as any other personal information **you** provide to **us** in respect of **your** insurance cover, in accordance with **our** privacy notice and applicable data protection laws.

To enable **us** to use individual's details in accordance with applicable data protection laws, **we** need **you** to provide those individuals with certain information about how **we** will use their details in connection with **your** insurance cover. As such, **you** agree to provide each individual concerned this notice:

- on or before the date that individual becomes insured under this **policy** or
- the date that **you** first provide information about the individual to **us**

**We** are committed to only using the personal information **we** need to provide **you** with **your** insurance cover. To help **us** achieve this, **you** should only provide to **us** information about individuals that **we** ask for from time to time.

### Want more details?

For more information about how **we** use personal information provided to **us** please see our full Markel privacy notice, a copy of which is available online at [markelinternational.com/foot/privacy-policy](http://markelinternational.com/foot/privacy-policy) or on request.

### Contacting us and individual rights

Individuals have rights in relation to the information **we** hold about them, including the right to access their information. Please contact **us** at [dataprotectionofficeruk@markel.com](mailto:dataprotectionofficeruk@markel.com) by writing to the Data Protection Officer, Markel International, 20 Fenchurch Street, London, EC3M 3AZ if you are an individual wishing to exercise your rights, to discuss how **we** use your information or to request a copy of our full Markel privacy notice.

### Fraudulent Claims

If **you** or anyone acting on **your** behalf make a fraudulent **claim**, **we** will cancel the **policy** from the time the fraud took place, retain any premium and recover from **you** any amount **we** have paid towards the fraudulent **claim**.

### Financial Services Compensation Scheme

In the unlikely event Markel International Insurance Company Limited cannot meet its obligations, Markel international insurance company limited are covered by the financial services compensation scheme (FSCS). **You** may be entitled to compensation up to 90% of the **claim**. Further information about compensation arrangements is available from the FSCS.

### Insurance Act

**You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

- a) supply accurate and complete answers to all the questions **we** or the **administrator** may ask as part of **your** application for cover under the policy
- b) to make sure that all information supplied as part of **your** application for cover is true and correct
- c) tell **us** of any changes to the answers **you** have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that **your** policy is invalid and that it does not operate in the event of a **claim**.

### Policy Cancellation

As this policy has no monetary value, **you** may cancel the policy at any time, however there will be no refund of premium.

**We** shall not be bound to accept renewal of this insurance and may at any time cancel this insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- a) Fraud
- b) Threatening and abusive behaviour
- c) Non-compliance with policy terms and conditions

### Brexit

**We** will not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where the regulatory risk location is within the European Economic Area (EEA) excluding the **United Kingdom**.

## General Definitions

### **Administrator**

Marsh Commercial, 1 Tower Place West  
Tower Place  
London EC3R 5BU.

### **Business**

Providing care and education for children.

### **Infectious or contagious disease**

Any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

### **Master policyholder**

Childcare.co.uk who buys this policy for the benefit of Gold Members.

### **Period of insurance**

The calendar month in which **you** have paid **your** premium and being valid between the period 1<sup>st</sup> January 2021 to 31<sup>st</sup> December 2021.

### **Territorial limits**

**United Kingdom.**

### **United Kingdom**

England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands

## General Exclusions

### **Coronavirus/COVID 19**

Other than under Section 1: Public Liability, Professional Liability, Employers Liability and Section 2 Legal Expenses **we** will not cover any claim for any loss that is caused by or arises in any way from

- Coronavirus (COVID-19)
- severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)
- a mutation or variation of SARS-CoV-2
- a threat, fear or likelihood of infection with any of the above

### Communicable disease

**We** will not pay **you** under section of cover Loss of Revenue for any loss, clean-up costs, costs of detoxification, removal, monitoring, testing or damage in any way caused by or resulting from

- an **infectious or contagious disease**
- any fear or threat of an **infectious or contagious disease** regardless of whether this is actual or perceived
- any action taken to minimise or prevent an **infectious or contagious disease**

## **Section 1: Public Liability, Professional Liability and Employers Liability**

### **Section 1 - Definitions**

The words and phrases listed below will have the following meanings wherever they appear in bold throughout this document:

#### **Accident**

An unexpected, unplanned or unusual incident which occurs at a specific time and place.

#### **Claims Administrator**

Markel International Insurance Company Limited, Verity House 6 Canal Wharf, Leeds LS11 5AS.

#### **Costs and expenses**

Means legal costs and expenses incurred

- by **us**
- by **you** (provided we have agreed with **you** in writing that **you** may incur these costs and expenses) but does not include
- damages and costs awarded against **you**
- any kind of payment for work or service due to **you**

#### **Dangerous dog**

A dog as defined in the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991 and any subsequent changes to or replacement of that legislation.

#### **Employee**

Any person who is or was, or who may become at some time in the future

- under a contract of service or apprenticeship with **you**, or
- under a work experience or similar scheme, or
- supplied to **you**, or
- hired in or borrowed by **you**, or
- a self-employed person and who is working for you
- under **your** direct control in connection with **your business**, and
- they are normally resident in the **United Kingdom**.

#### **Physical injury**

An identifiable injury including death, clinically diagnosed illness, disease, or sickness.

#### **Pollution**

Means the

- discharge
- dispersal
- release, or
- escape

of any irritant or contaminant

#### **Product**

Any goods or products, including their containers, labelling and instructions provided for the goods or services, which are sold, supplied, processed, installed, serviced, repaired, altered, treated, or renovated by **you** or on **your** behalf.

#### **Retroactive date**

Either the date when this section of cover was first inception, or where equivalent cover to that provided under this section of cover has been continuously maintained immediately prior to the inception of this



section of cover, then it means the date that applied to that equivalent cover.

**We, Us, Our, Insurer**

Markel International Insurance Company Limited.

**Wrongful act**

Means any actual or alleged negligence, unintentional breach of confidentiality or any other actual or alleged act, error or omission that results in a civil liability.

**You, Your**

The person who is named as the subscribing Gold member of Childcare.co.uk and in respect of professional liability only -

- any director or member of **yours**, or
- any **employee**

but only where they observe, fulfil and are subject to the terms, conditions and exclusions of this policy as **you** are.

**What you are not covered for - Any of Section 1**

This policy does not provide cover in respect of the following:

1. Liability for any loss as a result of war, civil unrest, riots or terrorist activities. However, this exclusion doesn't apply to the first £5,000,000 of any claim or series of claims arising from the same original cause under the employers liability section of cover.
2. Liability for any loss or damage as a result of ionising radiation or radioactive contamination from any nuclear material or equipment.
3. Fines, penalties, exemplary or punitive awards against **you**.

### What you are covered for - PUBLIC LIABILITY

This public liability section will cover **you** in respect of the following incidents arising in connection with **your business** provided that the premium has been paid. This public liability section operates on a claims occurring basis, which means that **we** will only have any liability to **you** under the terms and conditions of this policy for incidents which occur during the **period of insurance**.

#### **1. Accident**

In return for **you** paying the premium **we** will indemnify your legal liability to pay damages if **you** cause an **accident** which results in a **physical injury** to any person, or which results in damage to another person's property, or if **you** make an error or omission whilst carrying out **your business**.

**We** will cover your liability for:

- a. compensation; and
- b. claimants' costs and expenses as a result of the claim

#### **2. Damage to leased or rented property**

**We** will indemnify **your** legal liability to pay for damage to property which **you** have leased or rented but not including contractual liability relating to the leasing or renting of that property.

Exclusion 5 in this policy does not apply in respect of this item.

#### **3. Food Safety regulations**

If criminal proceedings are brought against **you** for a breach of Food Safety regulations whilst carrying out **your business**, **we** will indemnify **you** for:

- a. legal costs and expenses incurred in defence of those proceedings, provided **you** have **our** written consent, but not including fines or penalties;
- b. legal costs and expenses incurred appealing against a conviction from those proceedings and prosecution costs awarded in connection with this, provided **you** have **our** written consent to appeal.

#### **4. Costs and expenses relating to a claim at a Coroner's Inquest**

**We** will indemnify **you** for any costs or expenses incurred with **our** written consent in relation to:

- a. a claim at any Coroner's Inquest or other inquiry in respect of death, and
- b. any court proceedings for any act or failure to act, and
- c. any other costs or expenses incurred with our written consent for which we provide cover under this policy.

#### **5. Overseas work**

If **you** are required to carry out **your business** outside of the **territorial limits**, but within the European Union, for a temporary period of time (up to 30 consecutive days) for an individual who normally resides within the **territorial limits**, the insurance provided by this policy remains in place.

### Limit of Liability – PUBLIC LIABILITY

The limit of liability under this public liability section is £10,000,000 and **we** will not pay more than the limit of liability for any event or series of events even if there are several claims or people claiming against **you**. The limit of liability will exclude any payments for claimants' costs and expenses.

If **we** agree to pay **your** costs and expenses these will be in addition to the limit of liability.

An excess of £250 will apply to any claims for damage to another person's property.

### What you are not covered for - PUBLIC LIABILITY

1. Liability for any loss where **you** have alternative insurance which provides the cover required that has an inception or renewal date prior to the inception or renewal date of this policy.
2. Bodily injury to **you**.
3. Liability for any loss arising from an allegation of physical, psychological or sexual abuse.
4. Any claim that is as a result of an accident that occurs outside the European Union.
5. Damage to any property in **your** custody or control.
6. Liability for any medical advice or opinion, or the administration of prescription or non-prescription drugs or treatment without written permission of the child's parent or legal guardian.
7. Liability for any medical advice or opinion, or the administration of prescription or non-prescription drugs or treatment given by a professional medical practitioner.
8. Any liability arising from the ownership or occupation of buildings or land other than where used for the provision of **your business**.
9. Any liability arising out of any business, trade, profession or employment, other than the provision of **your business**.
10. Liability for any injury caused by a product supplied by you after it is no longer in **your** control other than food or drink prepared by **you** for consumption at **your** premises as part of **your business**.
11. Liability for any loss as a result of the ownership of any animal other than domestic cats or dogs.
12. Liability for any loss as a result of having or owning a **dangerous dog**.
13. Liability for any loss as a result of taking part in a dangerous sport or pastime.
14. Liability for any loss which is as a result of a contract or agreement and which would not exist if the contract or agreement were not in place.
15. Liability for any loss resulting from a deliberate or malicious act or omission by **you** which could reasonably have been expected given the circumstances of the act or omission.
16. Liability for any loss or expense resulting from alleged or actual defamation by **you**.
17. Liability for loss or damage if **you** are not appropriately registered with the relevant authorities for duties which **you** have undertaken as part of **your business**.
18. Liability for loss or damage as a result of pollution or contamination unless caused by a sudden, identifiable and unexpected event.
19. Liability for any loss or damage from bodily injury to an employed person caused in connection with the business.
20. Liability for any loss which is as a result of concern about exposure to or inhalation of asbestos.
21. Liability for any incident which occurs outside the **period of insurance**.

### What you are covered for - PROFESSIONAL LIABILITY

We will pay **you** for **your** legal liability for damages and costs awarded against **you** arising from any claim first made against **you** and reported to **us** during the **period of insurance** shown in the policy schedule which arises from any actual or alleged **wrongful act** committed during the carrying out of **your business** in connection with **your business**.

This professional liability section operates on a claims made basis, which means that **we** will only have any liability to **you** under the terms and conditions of this policy for claims which are first made against **you** and reported to **us** during the **period of insurance**.

### Limit of Liability

The most **we** will pay under this professional liability section for any claim or series of claims arising from the same original cause is £100,000.

The most we will pay for **your** legal liability plus **costs and expenses** during the **period of insurance** stated in the schedule is £100,000.

**We** will not pay the first £100 of each claim. This must be paid by **you**. This applies to **your** legal liability for damages and **costs and expenses** in respect of each claim or series of claims arising from the same original cause.

### What you are not covered for - PROFESSIONAL LIABILITY

1. Other insurance - **We** will not pay **you** where **you** have a right to payment under any other insurance.

However, if **you** have a right to payment under any other insurance we will contribute in excess of the payment provided by that insurance. If the other insurance is also provided by **us** then the amount that **we** will pay under this insurance will be reduced by the amount that **we** pay under the other insurance.

2. Legal action - **We** will not pay **you**

- where the claim is brought in a court of law outside the **United Kingdom**, and/or
- where action for damages is brought in a court within the **United Kingdom** to enforce a foreign judgement.

3. Employers liability - **We** will not pay **you** where **your** legal liability arises in any way from

- **physical injury** to any employee that results from their employment by **you**, or
- a breach of your responsibility as an employer to any employee or prospective employee.

4. Property - **We** will not pay **you** where **your** legal liability arises in any way from the ownership, possession or use by **you** or on **your** behalf of any land, buildings, aircraft, watercraft or mechanically propelled vehicle.

5. Dishonest and malicious acts - **We** will not pay **you** where **your** legal liability results from any dishonest, fraudulent, criminal or malicious act or omission by any person.

6. Penalties or liquidated damages – **We** will not pay **you** where **your** legal liability arises from any agreement **you** have entered into to pay penalties or liquidated damages if **your** liability is increased beyond that applicable in the absence of the agreement.

7. Joint venture - If **you** are part of a joint venture or consortium **we** will only cover **you** for **your** legal liability arising from **your** own acts or omissions; **we** will not pay **you** where **your** legal liability arises from the acts or omissions of other members of the joint venture or consortium.

8. Circumstances known at inception - If **you** knew or ought to have known of any circumstances that

existed prior to the date that this section of cover started then **we** will not pay **you** for any legal liability that arises from such circumstances.

9. Retroactive date - **We** will not pay **you** where **your** legal liability arises from the carrying out of **your business** prior to the **retroactive date**.

10. Pollution - **We** will not pay **you** where **your** legal liability arises from or in any way involves **pollution**.

11. Products - **We** will not pay **you** where **your** legal liability arises from or in any way involves any **product**.

12. Insolvency or bankruptcy - **We** will not pay **you** where **your** legal liability arises in any way from **your** insolvency or bankruptcy.

13. Financial interest - **We** will not pay **you** for any claim made against **you** by

- any parent company, ultimate holding company or subsidiary company, or
- any person or entity having a financial, executive or controlling interest in **your** operation, or
- any company or entity in which **you** or any director, member or partner of **yours** has a financial, executive or controlling interest.

However, **we** will pay **you** if the claim is one for payment or contribution in respect of a claim made by an independent third party against the company, person or entity making the claim against **you**.

14. Trading losses - **We** will not pay **you** where **your** legal liability arises in any way from any trading losses, trading liabilities or debts incurred by any business managed by or carried on by **you**.

15. Directors and officers - **We** will not pay **you** where **your** legal liability arises in any way from or involves the performance or non-performance by

- **you**, or
- any director or member of **yours**, or
- any **employee**

of any duties as a director or officer of any company.

16. Asbestos - **We** will not pay **you** where **your** legal liability arises in any way from or involves the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, use or exposure to asbestos or materials or products containing asbestos.

17. Intellectual property rights - **We** will not pay **you** for any claim alleging any breach of intellectual property rights including: copyright, patent, registered design, trade mark, passing off. However, **we** will pay **you** if the claim alleges unintentional breach of confidentiality.

18. Bodily Injury and Property Damage - **We** will not pay **you** under where **your** legal liability arises in any way from

- **physical injury** of anyone or emotional distress arising from any libel, slander or defamation, or
- loss, damage or destruction of property, including loss of use of property.

### What you are covered for - EMPLOYERS' LIABILITY

*The cover provided by this section is considered to be in accordance with the provisions of any law relating to compulsory insurance of liability to **employees** in the **territorial limits**.*

**We** will pay **you** for **your** legal liability for damages and costs awarded against **you** arising from any claim made against **you** which arises from **physical injury** sustained by any **employee** whilst employed in or temporarily outside the **territorial limits**.

Provided always that

- the **physical injury** is caused during the **period of insurance** shown in the policy schedule.
- the **physical injury** arises out of and in the course of the **employee's** employment by **you** in connection with **your business**.
- the action for damages is brought against **you** under the jurisdiction of a court within the **territorial limits**.

**We** will also pay

- **your costs and expenses** resulting from the claim.
- **your** solicitor's fees that **we** agree to in writing for
  - **your** defence in any court of summary jurisdiction of any proceedings brought against **you** for the breach or alleged breach of any statutory duty resulting in **physical injury**
  - **your** representation at a coroner's court or fatal accident inquiry provided that the breach or death may result in a claim against **you**.

This employers liability section operates on a claims occurring basis, which means that **we** will only have any liability to **you** under the terms and conditions of this policy for incidents which occur during the **period of insurance**.

### Limit of Liability

The most **we** will pay for any claim or series of claims plus all **costs and expenses** arising from the same original cause is £10,000,000.

### Health and Safety at Work

**We** will pay **your costs and expenses** in **your** defence of any criminal proceedings (including a charge of manslaughter) brought against **you** for a breach of

- the Health and Safety at Work Act 1974, or
- the Health and Safety at Work (Northern Ireland) Order 1978, or
- any legislation amending or re-enacting the above

committed or alleged to have been committed in the course of **your business** during the **period of insurance** shown in the policy schedule.

**We** will also pay **your costs and expenses** in an appeal against conviction and/or prosecution costs awarded against **you** arising from the above criminal proceedings.

### What we will pay

The most **we** will pay for all **costs and expenses** in total in the **period of insurance** shown in the policy schedule is £250,000. This amount is inclusive of and not additional to the amount **we** will pay under 'a' employers liability.

**We** will not pay **you** if the proceedings relate to the health, safety and welfare of anyone other than an **employee**.

#### Unsatisfied court judgments

**We** will at **your** request pay an **employee** or their personal representative the amount of any award following a judgement which has been obtained for **physical injury** against any company, partnership or person operating from premises within the **territorial limits** and which remains unpaid six months after the date of the judgement.

Provided always that

- there is no appeal outstanding
- the **physical injury** was sustained during the **period of insurance** shown in the policy schedule by the **employee** whilst working in connection with **your business**
- the judgement was obtained in a court within the jurisdiction of the **territorial limits**
- the **employee** or their personal representative assigns the judgement to **us**

#### What we will pay

**We** will only pay the amount of the award that remains outstanding.

#### Indemnity to principal

**We** will at **your** request pay any principal for whom **you** are completing a contract for the performance of work, to the extent required by the contract conditions.

However, **we** will only pay the principal if

- **you** would have been entitled to payment under this section of cover had the claim been made against **you**
- the principal observes, fulfils and is subject to the terms, conditions and exclusions of this policy in the same way as **you** are

#### What you are not covered for - EMPLOYERS' LIABILITY

1. Other insurance - **We** will not pay **you** where **you** have a right to payment under any other insurance.

However, if **you** have a right to payment under any other insurance we will contribute in excess of the payment provided by that insurance. If the other insurance is also provided by **us** then the amount that **we** will pay under this insurance will be reduced by the amount that **we** pay under the other insurance.

2. Offshore - **We** will not pay **you** for **your** legal liability for **physical injury** to any **employee** whilst on or working from, or travelling by sea or air, to, from or between an offshore rig, platform or similar offshore installation.

3. Certificate of employers liability - If the cover provided by this section of cover is cancelled then any certificate of Employers Liability Insurance issued under this policy is similarly cancelled from the same date.

## Section 1 - Conditions

### Governing Law

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the **territorial limits** in which **your business** is situated.

### Section 1 - Claims Conditions

#### Notification of claims

It is a condition to **our** liability under this policy that **you** notify **us** in writing

- as soon as possible in respect of claims or requests for payment of
  - any claim made against **you**
  - the receipt of any communication of an intention to make a claim against **you**
  - any circumstance of which **you** become aware which is likely to give rise to
    - a claim against **you** or
    - **you** or an officer seeking payment under this policy

**you** must give **us**

- **your** reasons for **your** anticipation of a claim
- full details of dates and persons involved

In respect of the professional liability section of cover **your** notification to **us** must be within the **period of insurance** shown in the policy schedule.

If **you** comply with the above then any subsequent

- claim made, or
- request for payment

will be regarded as having been made, instigated or requested during the **period of insurance** shown in the policy schedule.

If **you** fail to do this **your** claim may not be covered or the amount **we** pay **you** may be reduced.

#### General claims handling

It is a condition to **our** liability under this policy that

- **you** must give **us** the information and co-operation that **we** may reasonably request
- **you** must not do anything which might prejudice **us**
- **you** must take all reasonable steps to prevent any further claim or request for payment under this policy
- **you** must not admit liability or settle any claim or incur any **costs and expenses** without **our** written consent
- **you** must tell the police as soon as possible of any damage or loss involving theft or attempted theft, malicious damage or vandalism or any loss of **money**

#### Subrogation

**We** will be entitled to take over and undertake in **your** name, all **your** rights of recovery against anyone before or after any payment under this policy.

**You** will give **us** all the assistance **we** may require to exercise those rights of recovery.

### Defence of claims

- **we** are entitled to take over the defence or settlement of any claim in **your** name
- **you** are entitled at **your** own risk to contest any claim or legal proceedings which in **our** opinion should be compromised or settled but, if **you** choose to do this, **we** will not be liable for any loss incurred as a result of **your** refusal to compromise or settle the claim or legal proceedings

### How to make a claim

- If **you** want to make a claim under Section 1 of this policy contact **us** by
  - writing to our claims team at Markel (UK) Limited, Verity House, 6 Canal Wharf, Leeds LS11 5AS, or
  - email our claims team – [claimsuk@markelintl.com](mailto:claimsuk@markelintl.com)quoting your policy number and the name of the **master policyholder** shown in the policy schedule.
- If **you** wish to discuss a claim under section 1 of this policy please call **our** claims team on 0845 351 2600

### Things you must do

**You** must comply with the claims conditions.

If **you** fail to comply with these conditions **we** may not pay **your** claim or any payment could be reduced.

**Under the professional liability section the claim must be made during the period of insurance**

## **Section 2: Legal Expenses**

### **How to contact us about section 2 of your insurance policy**

#### **1) To make a claim under section 2**

If you need to make a claim or let us know about a situation that could lead to a claim, you should contact us as soon as possible providing your policy number and brief details of the circumstances using the telephone number shown on your policy schedule or by writing to/emailing us using the details below:

The Claims Department  
Markel Legal Expenses Insurance  
Interchange  
81-85 Station Road  
Croydon  
CR0 2AJ

**[LEIclaimsuk@markel.com](mailto:LEIclaimsuk@markel.com)**

If you write to or email us a claim form will be sent to you for completion and this must be returned without delay.

#### **2) To talk to us about section 2 of your policy**

If you need any help to fully understand what is covered under this section of your policy please contact your **administrator** or let us know by contacting us:

Markel Legal Expenses Insurance  
20 Fenchurch Street  
London  
EC3M 3AZ

0345 350 1099

**[LEIunderwritersuk@markel.com](mailto:LEIunderwritersuk@markel.com)**

#### **3) How to contact us for advice or stress counselling**

Your policy provides access to a 24/7 year round telephone advice line by telephoning The Childcare.co.uk advice line on [REDACTED] and quoting the number [REDACTED]. This service provides advice on general legal matters on the law which applies in the UK.

You can also get advice on tax and health and safety matters in the UK by calling the same number 9-5 Monday to Friday (excluding public holidays).

In addition, your policy provides your employees with access to a 24/7 year round stress counselling line.

### **Specialist Emergency Advice (for an Interview under Caution the following day)**

You can also access a specialist emergency advice line should you be arrested or invited to attend an Interview under Caution the following day. The number is [REDACTED] selecting option 3 and quoting the number [REDACTED]. This number provides access to a 24/7 year round advice line. It should only be used if there is an event that may lead to a claim being made and when a normal claim notification is unable to be made. You must provide your full address details so that we can check your entitlement to cover.

### **4) For legal resources, news and documents**

To complement the legal advice line you have access to the Markel Law Hub, an online resource of expert legal and business guides, templates and content, provided by Markel Law LLP. This covers everyday legal issues around employment, health and safety, trading and contracts, cyber and data, debt and insolvency and business law resources.

To access, visit [markellaw.co.uk](http://markellaw.co.uk) and click the Markel Law Hub tab to log in using your token code which can be found in your policy schedule.

## **Special or unusual conditions and terms of Section 2**

Section 2 of this policy comes with some important conditions and terms that you need to be aware of:

### **1) Prospects of success**

We will make our decision on whether to cover your claim based on a legal opinion from your representative (and any professional advice we regard necessary) on whether your claim has at least a 51% chance of:

- Successfully pursuing your case and securing a legal and/or financial remedy
- Not being found liable in a civil (not criminal) case against you
- Being found not guilty in the defence of a criminal prosecution
- Securing a significant reduction of your punishment or fine if pleading guilty in a criminal prosecution
- Successfully appealing the decision of the relevant authority
- You not being suspended and of you retaining your registration or accreditation

If there is 50% or less chance of the above we will not provide cover.

### **2) Employment disputes**

To maximise your chances of having reasonable prospects of success in employment disputes we strongly recommend that you call the legal advice line number shown in your policy schedule at the following times and follow their advice:

- Before disciplining, suspending, dismissing, starting a retirement or redundancy process or making or proposing to make unfavourable changes to the terms of an employee's contract of employment
- When notified of a grievance, a complaint of discrimination (such as sex, race, religion etc) or an appeal from an employee against action you have taken against them
- When an employee resigns or walks out after expressing verbal or written dissatisfaction

Or at the very least comply with the ACAS code of conduct which the legal advice line can also advise



you on.

### 3) Defined terms

Some of the words in section 2 of your policy have a specific meaning and we have highlighted these to you by showing them in **bold** print. Please see the **Defined terms** section at the end of this Section and the General Definitions on page 6 at the start of this **policy** to see what these words mean.

## The Legal Expenses Section 2 of your policy

This is the agreement between **you** and **us**

### Things we will do

We will provide the cover as written in this **policy** for:

- Disputes under the **Sub-sections of cover** shown as insured in **your policy** schedule
- **Costs** and **compensation** subject to the **excesses** and the limits shown in **your policy** schedule
- **Claims** or notifiable circumstances notified to **us** during **your period of insurance** which are in connection with **your business** description as stated in **your policy** schedule
- Disputes, legal proceedings or HMRC investigations that are or would be within the **territorial limits** as stated in **your policy** schedule

### Things you must do

**You** must comply with the following conditions which are summarised below and some of which are more fully explained in the remainder of this agreement. If **you** fail to do so, **we** may not pay **your claim**, or any payment could be reduced.

**You / master policyholder** must:

- Pay the premium for **your policy**
- Provide **us** with a truthful account of **your** circumstances and any extra information **we** ask for, to underwrite **your policy** and assess **your claim**
- Tell us as soon as possible if there is a change in your circumstances such as:
  - Any change of ownership of **your** business
  - If **your** business is involved in a merger or the acquisition of another business
  - Any change in **your** business description
- Take all reasonable steps to avoid and prevent tax investigations, legal proceedings and disputes
- Minimise the cost and effect of any **claim** by taking all reasonable steps to avoid unnecessary expense
- Follow the **Claims conditions** of this **policy**

If **you** do not meet **your** part of the agreement **we** may:

- Not cover all or part of **your claim** and **we** may recover any payments already made
- Increase **your** premium or change the terms of **your policy**
- Cancel **your policy** and treat it as though it did not exist to begin with

## What is covered? – Section 2 Legal Expenses

### Criminal defence

#### What is covered under Criminal defence?

We will pay **costs** for **your**:

##### **Interview under caution**

Representation (including written submissions) at an interview under caution by the Police or a prosecuting authority

##### **Prosecution defence**

Defence of a criminal prosecution once **you** receive a summons accusing **you** of a criminal offence

#### What is not covered under Criminal defence?

We will not cover **you** for **claims**:

##### **Interview under caution**

Where **you** are required by the Police to immediately attend an interview under caution at a Police Station

##### **Prosecution defence**

Where **you** are alleged to have committed:

- 1) an assault or sexual offence (unless a not guilty plea is maintained throughout)
- 2) fraud, dishonesty or criminal damage

### Childcare proceedings

#### What is covered under Childcare proceedings?

We will pay **costs** for **your** representation (including written submissions) throughout the duration of Public Childcare Proceedings or Public Law Children Order Proceedings when **you** are requested to attend a case management hearing, subsequent hearing and/or any fact finding hearing as an Intervener following injuries to a child that was or is in **your** care to avoid being included in the pool of perpetrators.

### Representation prior to a barring session

#### What is covered under Representation prior to a barring session?

We will pay **costs** for **your** representation (including written submissions) before the Disclosure and Barring Service once **you** have received notification from the Disclosure and Barring Service that they are considering placing **your** name on the barring list under Schedule 3, part 1, Sections 2 – 5 and part 2, Sections 7 – 11 of the Safeguarding Vulnerable Groups Act 2006, or its equivalent in Northern Ireland or Scotland.

## Employment disputes

### What is covered under Employment disputes?

We will cover **costs you** incur in the defence of an employment dispute between **you** and **your employee**, **ex-employee**, interviewee/applicant to become an **employee** over their contract of employment or over employment law or with a worker that alleges to be an **employee** at the following stages:

#### ACAS Early Conciliation

Taking part in an ACAS Early Conciliation process

#### Employment Tribunals Response (ET3)

Setting out **your** initial response to a claim (ET1) against **you** at an Employment Tribunal

#### Pre-hearing review/Employment status disputes

Preparation for and representation at a pre-hearing review to decide the employment status of a worker alleging to be an **employee**

#### Employment Tribunal hearing

Preparing for and representing **you** in a dispute with **your employee**, **ex-employee** or interviewee/applicant to become an **employee** at an employment tribunal hearing or negotiating a settlement with them

#### County or High Court proceedings

Preparing for and representing **you** in a dispute with **your employee**, **ex-employee** or interviewee/applicant to become an **employee** at the County Court or the High Court or negotiating a settlement with them

### What is not covered under Employment Tribunal hearing and County or High Court proceedings?

We will not cover **you** where **you** have not followed either:

- a) the advice of the Legal Advice Line at the following times:
  1. Before suspending, disciplining, dismissing, starting a retirement or redundancy process or making or proposing to make changes to the terms of an **employee's** contract of employment which may be unfavourable to the **employee**
  2. When notified of a grievance, a complaint of discrimination (such as sex, race religion) or an appeal from an **employee** against an action **you** have taken against them
  3. When an **employee** resigns or walks out after expressing verbal or written dissatisfaction

Or

- b) the ACAS code of practice on disciplinary and grievance procedures where applicable

## Employment compensation awards

### What is covered under Employment compensation awards?

We will be pay **compensation** provided that at the time of a **claim** under this section **you** have an accepted **claim** under **Sub-section of cover: Employment Tribunal hearing**

#### Awards of compensation

**Compensation** **you** are ordered to pay by a Tribunal

#### Settlement of a dispute

An amount agreed by **us** in settlement of a dispute

#### Tribunal fees

Any Tribunal fees **you** are ordered to pay by the Tribunal or Tribunal fees as agreed in a settlement that **you** have entered into with **our** consent

### What is not covered under Employment compensation awards?

We will not cover **you** where the Tribunal ordered **you** to reinstate an **employee** and **you** failed to do so

## Tax protection

### What is covered under Tax protection?

We will pay **costs** in representing **you** before HM Revenue & Customs (HMRC):

#### Aspect enquiry

When HMRC issues a formal notice to **you**, **your** director or to **your** business partner to carry out an aspect enquiry into a part(s) of **your** income or corporation tax Self Assessment return

#### Full enquiry

When HMRC issues a formal notice to **you**, **your** director or to **your** business partner to examine all of **your** financial records income or corporation tax

#### National Insurance and PAYE disputes

When HMRC expresses dissatisfaction with **your** p11ds or p9ds or **your** PAYE and/or NIC affairs following an employer compliance visit by HMRC

#### Current tax year enquiry

Following a written request by HMRC under Schedule 36 Finance Act 2008 to inspect **your business** records, assets or premises

#### VAT disputes

Over alleged failure to pay VAT

### What is not covered under Tax protection?

We will not cover **you** for:

1. There is not a reasonable prospect of reducing the liabilities alleged by HMRC
2. Tax returns are late or where **you** have not notified chargeability to tax within the time limits or tax returns where wholly provisional figures are used
3. There is an allegation of fraud or an investigation by HMRC's Fraud Investigation Service, Counter Avoidance Office or the defence of a criminal prosecution
4. There is a dispute or enquiry relating to the National Minimum Wage or Living Wage
5. There is an allegation of tax avoidance

## Contract disputes

### What is covered under Contract disputes?

We agree to pay **costs** in a dispute with a **contracting party** over:

- A disputed debt due under a written contract between **you** and a parent or guardian of the child in **your** care provided that:
  - the contract commences or is signed after the start date of **your effective date** and within **your period of insurance**, or **you** can evidence that the contract commenced after the start of an insurance **policy** providing cover to the same effect as contract disputes, and there has been no break in insurance from that time until the notification of a **claim** under contract disputes.
  - the amount in dispute exceeds £100
  - **you** have issued the letter before action available on [www.childcare.co.uk/information/letter-before-action](http://www.childcare.co.uk/information/letter-before-action)
- A contract dispute with a local authority in respect of a contract that has placed children in **your** care
- A contract dispute over any equipment purchased for the purpose of **your business**

### What is not covered under Contract disputes?

We will not cover **you** for:

1. Any dispute arising within the first 60 days of **your effective date**, unless **you** can evidence that the contract commenced after the start of an insurance policy providing cover to the same effect as contract disputes, and there has been no break in insurance from that time until the notification of a **claim** under contract disputes
2. Where a parent or guardian is unable to pay a debt or refuses to pay and does not give a reason why the money is not owed to **you**

## Licence appeals

### What is covered under Licence appeals?

We will pay **costs** for **your** Appeal against a decision taken by the relevant authority to suspend, revoke, alter or not renew an existing statutory licence **you** need to carry out **your business**

### What is not covered under Licence appeals?

We will not cover **claims**:

1. For appeals arising from or connected to a change in the law or regulation
2. For the costs of complying with a notice or order
3. Involving driving or property licences

4. Where **you** have failed to comply with recommendations or warnings from **your** regulator
5. Where **your** Ofsted status is not Good or Outstanding at inception or the last renewal of **your** policy

## Suspension cover

### What is covered under Suspension cover?

In the event **you** are suspended by OFSTED (or the equivalent body within the **territorial limits**) due to an allegation that a child or children in **your** care maybe at the risk of harm, **we** agree to pay 80% of **ordinary pay** that **you** are unable to charge whilst suspended, up to a maximum:

- period of suspension of six weeks
- amount of £2,500 **any one claim** and for all **claims** during the **period of insurance**

Provided that at the time of a **claim** under this **Sub-section of cover** **you** have:

an accepted **claim** under **Sub-section of cover: Licence appeals**

or;

been requested in writing by OFSTED (or the equivalent body within the **territorial limits**) to suspend **your business** activities and **you** have accepted to do so in order for them to conduct an investigation without delay.

### What is not covered under Suspension cover?

**We** will not cover **claims** where **you** are unable to demonstrate and provide evidence of the amount of **ordinary pay** **you** would have charged whilst suspended

### What you need to know about Suspension cover

Payments will be paid fortnightly in arrears at a pro-rata daily rate for each day that the claim is accepted, subject to the maximum amount and period shown above

## Restrictive covenants

### What is covered under Restrictive covenants?

**We** agree to pay **costs** to pursue **your employee** or ex-**employee** for their breach of a restrictive covenant which is causing or will cause **you** financial loss

### What is not covered under Restrictive covenant?

**We** will not cover **claims**:

1. Where the restriction **you** are trying to enforce lasts longer than 12 months
2. Where the restrictions were not written into the **employee's** or ex- **employee's** signed employment contract

## Jury service

### What is covered under Jury service?

We agree to pay the amount of money per day **you** pay **your employee** (including a director or partner in **your** business) or the fee income that you lose out on each day they/**you** attend jury service at a Court, less any recovery from the Court

## Data protection defence

### What is covered under Data protection defence?

We will pay **costs** for **your** defence under the Data Protection Act 2018 (Articles 168 and 169) and the General Data Protection Regulation (Section 82)

## Data protection compensation

### What is covered under Data protection defence?

We will pay for **your** Liability for **compensation** as a result of holding, losing or unauthorised disclosure of data provided that at the time of a **claim** under this **Section of cover you** have an accepted **claim** under **Data protection defence**

### What is not covered under Data Protection Defence?

We will not cover **claims** where the party **you** are in dispute with has not suffered a specific financial loss

## Crisis communication

### What is covered under Crisis communication?

Following an event which causes **your** business severe negative publicity and damages **your** business' reputation and is likely to have a significant financial impact on **your** business **we** agree to pay **costs** to:

1. Prepare a media statement or press release
2. Represent your business at a press conference
3. Prepare a communication for **your** customers
4. Prepare a telephone message or website statement

### What is not covered under Crisis communication?

We will not cover **claims**:

1. Where cover would not lessen the reputational or financial damage to **your** business
2. Concerning critical reviews or complaints

## Personal injury

### What is covered under Personal injury?

We agree to pay **costs** for **your employee** including directors and/or partners in **your** business to pursue a claim for damages for physical bodily injury suffered carrying out **your** business activity (as stated in **your policy** schedule) which was caused by an actual or alleged act or omission of another party

### What is not covered under Personal injury?

We will not cover **claims**:

1. Where the legal case is or may be against **you**
2. Where the injuries were suffered on **your property**

## What is not covered? – Section 2 Legal Expenses

We will not cover **you** for:

1. The defence of civil legal proceedings concerning:
  - a. injury or disease including psychiatric injury and stress
  - b. damage to or loss or destruction of property
  - c. an alleged breach of professional duty
2. **Costs** incurred without or in excess of **our** written consent
3. Any **claim** relating to or arising from any cause, event or circumstance occurring before or existing at the start of this **policy** and which has or which **you** knew or should reasonably have known may give rise to a dispute, legal proceedings or HMRC investigation or a **claim**
4. Any type of fine or other financial penalty imposed by a Court, Tribunal or regulatory or supervisory body or taxes, duties, interest or penalties imposed by HMRC
5. Any dispute or legal proceedings in respect of which **you** are, or but for the existence of this **policy** would be, entitled to indemnity under a legal aid certificate or representation order
6. Disputes or legal proceedings between any parties specified as **you** in the **policy** schedule or with any parent, subsidiary or associated company or partner (other than disputes under **Sub-section of cover - Employment disputes and Sub-section of cover - Employment compensation awards**)
7. Any dispute **you** have with **your representative**, any party involved in the arrangement of this **policy** or with **us**
8. Any **costs** incurred in a dispute or legal proceedings concerning, arising out of or in connection with:
  - a. breach of confidentiality (other than disputes under **Restrictive covenants**)
  - b. passing off
  - c. defamation or malicious falsehood
  - d. the ownership or existence of any intellectual property rights (other than disputes under **Restrictive covenants**)
  - e. a judicial review
9. Any **costs** incurred in a dispute or legal proceedings concerning, arising out of or in connection with **your**:
  - a. intentional wrongdoing
  - b. act or omission with negligent disregard as to its consequences
10. Any **costs** which **you** should or would have had to incur irrespective of any dispute
11. Any benefit under this insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation
12. The VAT element of **your claim** if **you** are registered for VAT
13. Any **claim** caused by, happening through or in consequence of terrorism, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority
14. Any **claim** caused by or contributed to by or arising from nuclear reaction, nuclear radiation or radioactive contamination

## Section 2: Claims conditions

There are conditions contained below which must be complied with or met for **us** to provide cover under this **policy**.

### 1. How and when to make a claim under section 2

**Our** contact details for The Claims Department are:

The Claims Department  
Markel Legal Expenses Insurance  
Interchange  
81-85 Station Road  
Croydon  
CR0 2AJ  
**[LEIclaimsuk@markel.com](mailto:LEIclaimsuk@markel.com)**

**We** will only cover **claims** that **you** tell **us** about during **your period of insurance**.

**You** must tell **us** as soon as possible when **you** become aware of any cause, event or circumstance which does or may involve **you** and which has given, or may give rise to a **claim**, dispute, legal proceedings or tax investigation.

Where **we** have accepted notification as described above, **we** will treat any later **claim** regarding that notified cause, event or circumstance as though the **claim** had been notified during the **period of insurance**.

**We** will send **you** an insurance claim form that must be completed and returned as soon as possible.

### When we will agree to cover your claim

#### Our consent

**We** will only cover **claims** under section 2 where **you** have obtained **our** consent in writing before incurring any **costs**. **We** will give **our** consent for **you** to incur **costs** provided that **you** can satisfy **us** throughout **your claim** that:

- It is reasonable and proportionate (in relation to **your claim**) to incur **costs**
- There are **reasonable prospects of success**, other than **Sub-sections of cover**:
  - **Employment disputes - ACAS Early Conciliation**
  - **Employment disputes - Employment Tribunals response (ET3)**
  - **Employment disputes - Pre-hearing review/Employment status disputes**
  - **Criminal defence - Interview under caution**
  - **Crisis communication**
  - **Jury Service**

If during the course of **your claim** **you** no longer satisfy **us** of the above, cover under this **policy** for **costs** and **compensation** will be withdrawn and any **costs** incurred or **compensation** awarded on or after the date of withdrawal will not be covered whether **we** previously agreed to them or not.

**We** will make **our** decision on whether to cover **your claim** based on:

- A fully completed insurance claim form
- The information and documentation **we** reasonably request
- A legal opinion from **your representative** on whether **your claim** has **reasonable prospects of success** and any professional advice **we** regard necessary

If **your claim** is accepted by **us**, it does not always mean that all **costs** or **compensation** will be paid, for example **we** will not cover **costs** for things that are not directly relevant to **your claim**. **We** may also limit any cover **we** provide by time, amount or to a specific stage of legal proceedings in order to allow **us** to review **our** continued acceptance of **your claim**.

If after accepting **your claim**, it is shown that **your claim** has not been brought within the terms and conditions of the **policy**, no further cover will be provided and **we** will recover from **you** any **costs** and **compensation** **we** have paid.

### Counsel's opinion

At **our** discretion **we** may also require **you** to obtain a legal opinion from Counsel at **your** expense to satisfy us that there are **reasonable prospects of success** and it is reasonable and proportionate (in relation to **your claim**) to incur **costs**.

If based on Counsel's opinion **we** are satisfied in respect of the above the reasonable **costs** of obtaining that opinion will be paid by **us** subject to the **excess** and the limits shown in **your policy** schedule.

### Claims rejected due to a lack of reasonable prospects of success

If **we** rejected **your claim** solely due to a lack of **reasonable prospects of success**, **we** will pay **costs** that are reasonable and proportionate to the legal and/or financial remedy achieved, subject to the terms and conditions of this **policy** if:

- **You** proceeded with the legal action which formed **your claim** to its conclusion with a Court, Tribunal or equivalent having issued a judgment (excluding any settlement, mediation, alternative dispute resolution or equivalent resolution process) and were successful
- **You** were defending, the judgment found **you** were not at fault
- **You** were pursuing, the judgment awarded **you** the remedy **you** were seeking at the time **we** rejected **your claim**
- **You** tell **us** about it as soon as possible

### Settlements

**You** must inform us as soon as an offer of settlement is received and **you** must obtain **our** consent before **you** make or respond to any offer of settlement.

In any settlement **you** must:

- Take into account the prospects of the case and likely future **costs** and/or **compensation**
- Try to recover as much **costs** as possible

If **you** unreasonably reject an offer of settlement which **we** recommend acceptance of or make an offer which **we** do not agree with, no further cover will be provided and **we** may seek to recover from **you** **costs** and/or **compensation** **we** have paid.

At **our** discretion, instead of covering **you** for **costs** and/or **compensation**, **we** can choose to pay:

- The damages **you** are likely to be awarded by a Court or Tribunal or
- The amount of money being claimed against **you** or the amount of money the other party will settle for, whichever is the lesser

If **we** choose to do this, then **your claim** will end and no further payments of **costs** or **compensation** will be made.

During a **claim** under **Sub-sections of cover - Employment disputes Employment compensation awards, Data protection defence and/or Data protection compensation policy**, **we** can require **you** to offer to pay an amount of money to the person **you** are in dispute with, if **we** have agreed to cover that amount as **costs** or **compensation**.

### Co-operation

**You** must co-operate with **us** and **your representative** at all times during the course of **your claim** this includes:

- Allowing **us** and **your representative** to communicate directly with each other about **your** case
- Providing a full and truthful account of **your** case and with all necessary documentation or evidence
- Attending any meetings as required
- Instructing **your representative** to provide **us** with information, documentation or evidence **we** require (even if privileged) and regular updates including when anything negatively affects the factors we took into account in accepting **your claim**.

### Recovery of costs

If the outcome of **your** case is that another party is found responsible for reimbursing **you** for some or all of **your costs**, **you** and **your representative** must make every effort to fully recover those **costs** which **you** must pay to **us**.

If the legal case was settled and the terms of the settlement do not specify the split between damages and costs then a fair and reasonable proportion of that settlement will be treated as **costs** and paid to **us**.

If costs are recovered from the other party then that money will be repaid to **us** first until all **costs** have been repaid.

### Payment of costs and compensation

A copy of all invoices for **costs** **you** receive from **your representative** should be forwarded to **us** within 30 days of the date the invoice was issued. If **we** require, **you** must ask **your representative** to send the costs for assessment by a Court or Tribunal or to a costs lawyer of **our** choice.

**You** are responsible for the payment of all **costs** or **compensation**. **We** will reimburse **you** for the **costs** or **compensation** subject to the **excesses** and the limits shown in **your policy** schedule. **We** may settle these **costs** or **compensation** directly if **we** choose to do so.

### Appeals

If **you** wish to appeal against the judgment or decision of a Court or Tribunal or if there is an appeal against a judgment that is in **your** favour, **we** will consider providing further cover if:

- **We** covered the initial legal proceedings that are being appealed as a **claim** and cover was not withdrawn
- The grounds for the appeal were submitted to **us** as soon as possible and before any deadline set by the Court or Tribunal

If **we** require, **you** must co-operate in an appeal against the judgment or decision of a Court or Tribunal.

### **Instruction and choice of your representative, Counsel and experts**

In all cases **your representative** will be appointed in **your** name and on **your** behalf.

**We** will choose a **representative** to act on **your** behalf other than at the point of an inquiry or legal proceedings where **you** will have freedom to choose **your representative** subject to **us** approving **your** choice.

**You** will also have freedom to choose **your representative** if there is a legal conflict of interest between **you** and **us** subject to **us** approving **your** choice.

When selecting **your representative**, **you** must have regard to **your** duty to minimise the cost of any **claim**.

The name and address of **your** chosen **representative** must be notified to **us** in writing. **We** will accept **your** choice if:

- **We** are satisfied that **your** chosen **representative** will co-operate with **us** and enable **you** to comply with the terms and conditions of **your policy**
- The **representative** has the necessary experience to deal with the dispute
- The **representative's** charging rates are fair and reasonable in regard to the dispute

A dispute arising from **your** choice of **representative** may be referred to arbitration in accordance with **Important information – How to make a complaint**.

**You** must not enter into any agreement with **your representative** as to the basis of calculation of **costs** without **our** written consent.

If in any **claim** **your representative** wishes to instruct Counsel or an expert the following must be submitted to **us** for **our** approval:

- The expert's or Counsel's name
- Details of their expertise
- Charging rates and estimated cost
- An explanation of the need for such instruction

## Section 2: Important information

### Dual insurance

If any **claims** covered under this **policy** are also covered by another policy, or would have been covered if this **policy** did not exist, **we** will only pay **our** share of the **claim** even if the other insurer refuses the claim.

### Information you have given us

In deciding to accept this **policy** and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

If **we** establish that you deliberately or recklessly provided **us** with false or misleading information **we** will treat section 2 of this **policy** as if it never existed and decline all **claims**.

If **we** establish that **you** carelessly provided **us** with false or misleading information it could adversely affect your **policy** and any **claim**. For example, **we** may:

- Treat section 2 of this **policy** as if it had never existed and refuse to pay all **claims** and return the premium paid. **We** will only do this if **we** provided **you** with cover which **we** would not otherwise have done
- Amend the terms of **your policy**. **We** may apply these terms as if they were already in place if a **claim** has been negatively affected by your carelessness
- Reduce the amount **we** pay on a **claim** in proportion to the premium **you** have paid against the premium we would have charged **you**
- Cancel **your policy** in accordance with the cancellation information

**We** will write to **you** or the **administrator** if **we**:

- Intend to treat **your policy** as if it never existed
- Need to amend the terms of **your policy**

If **you** become aware that information **you** have given **us** is inaccurate, **you** must inform **us** as soon as possible.

### Liquidation

If **you** are placed in liquidation, receivership, administration or bankruptcy or enter into a voluntary arrangement or deed of arrangement or if any application is made to the Court or if a meeting for any of these reasons is held, this **policy** will automatically terminate. If this happens, cover under **your policy** for **costs** and **compensation** will be automatically withdrawn and any **costs** incurred or **compensation** awarded on or after the date of withdrawal will not be covered whether **we** previously agreed to them or not.

No return of premium will be allowed if **you** have notified or made a **claim**.

### **Rights of third parties**

A person who is 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.

### **Breach of sanctions**

We provide no cover for any **claim** if it means we would be in breach of any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of The European Union, The **United Kingdom** or The United States of America.

## **Section 2: Defined terms**

### **Any one claim**

All **claims** connected by the same:

- original cause, event, circumstance or related in time or
- legal proceedings, tax enquiry or parties in dispute

even if **you** are claiming under more than one **Sub-section of this Section** of this **policy**

### **Claim**

An insurance claim under this **policy**

### **Compensation**

- **Sub-section of cover: Employment compensation awards**  
Basic and compensatory awards for unfair dismissal (which includes constructive dismissal and unfair selection for redundancy) and compensation for unlawful discrimination
- **Sub-section of cover: Data protection compensation**  
**You** have been ordered to pay under the Data Protection Act 2018 (Articles 168 and 169) and the General Data Protection Regulation (Section 82)

### **Contracting Party**

A person, firm or company with whom **you** have a direct contractual relationship

### **Costs**

#### **Own costs**

- The legal or professional costs (including any disbursements such as Counsel's or expert's fees) reasonably charged to **you** by **your representative**

#### **Other party costs**

- In civil proceedings, the legal costs incurred by the party **you** are in dispute with that a Court or Tribunal orders **you** to pay or that **you**, with **our** prior written agreement, agree to pay under the terms of a settlement. This does not include any costs **you** are responsible for paying under the terms of a contract.

### **Effective date**

The date when **you** paid for Gold membership with the **master policyholder** and continuous Gold Membership has remained in place since this date

### Employee

Any person under a contract of service with **you**

### Excess

The initial amount of **costs** or **compensation** as shown in the **policy** schedule that **you** must pay in a **claim** before **we** will make any payment under this **policy** if **you**:

- Use **our** choice of **representative**
- Exercise **your** freedom to choose **your representative** as described under **Claims condition: Instruction and choice of your representative, Counsel and experts**

### Ordinary pay

The average pay **you** received for **your** business in the eight weeks immediately preceding **your** suspension by OFSTED (or the equivalent body within the **territorial limits**) but excluding any overtime or bonus pay

### Policy

This insurance policy including the schedule and any endorsements that apply

### Property

Land (including walls) or buildings owned or occupied by **you** for which **you** are legally responsible

### Reasonable prospects of success

**We** will make **our** decision on whether to cover **your claim** based on a legal opinion from **your representative** (and any professional advice **we** regard necessary) on whether **your claim** has at least a 51% chance of:

- Successfully pursuing **your** case and securing a legal and/or financial remedy
- Not being found liable in a civil case (not criminal) against **you**
- Being found not guilty in the defence of a criminal prosecution
- Securing a significant reduction of **your** punishment or fine in a criminal prosecution
- Successfully appealing the decision of the relevant authority
- **You** not being suspended and of **you** retaining **your** registration or accreditation

If there is 50% or less chance of the above **we** will not provide cover.

### Representative

A solicitor, barrister, accountant or other appropriately qualified person appointed to act for **you** and who agrees to comply with the terms of this **policy**. The chosen representative may not be a person employed by **you**.

### We/Our/Us

Markel International Insurance Company Limited trading as Markel Legal Expenses Insurance, 20 Fenchurch Street, London EC3M 3AZ. **Claims** will be handled by Markel Protection Limited which is a separate legal entity to Markel International Insurance Company Limited.

The insurer is liable only for the proportion of liability it has underwritten. The insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is the insurer otherwise responsible for any liability of any other insurer that may underwrite this contract

### You/Your

- The **business(es)** or individual(s) declared to **us** and named in the **policy** schedule
- Under **Sub-sections of cover: Criminal defence, Personal injury** and **Licence appeals** **you** may request, **your employee**, or a director or a partner of **your business** to be covered by **you**



policy provided that under **Sub-section of cover: Criminal defence** the same **representative** acts for all

## Section 3: Loss of Revenue

### Section 3 - Definitions

#### Cover Period

means the period beginning with the **start** of the **insured event** and ending no longer than 12 months later.

#### Damage

shall mean accidental loss, destruction or damage

#### Insured event

means

- accidental loss, damage or destruction, at the **premises**, to property that is used by **you** for the purpose of **your business**
- accidental loss, damage or destruction to any property within 1 kilometre of the **premises** which prevents or makes it difficult for **you** to enter the **premises** for the purpose of **your business**
- closure or restriction in the use of the **premises** due to the order or advice of the competent local authority, government or police as a result of the following occurrences at the **premises**
  - legionella
  - food poisoning
  - defective drains or other sanitary arrangements
  - vermin or pests
  - bomb scare
- 
- murder, manslaughter, suicide or rape at the **premises**
- accidental failure of **your** supply of electricity, gas, water or telecommunication services

#### Premises

means the buildings together with its land and outbuildings which are owned, occupied or utilised by **you** for the purpose of **your business**.

#### Revenue

shall mean the money paid or payable to **you** for work or services provided in the course of **your business** at the **premises**

#### Standard revenue

means the **revenue** during the period of the same length as the **cover period** in the 12 months immediately before the start of the **insured event**

#### Start

means

- the date the accidental loss, damage or destruction occurred
- the date of closure or restrictions of the **premises** were applied
- the date of discovery of murder, manslaughter, suicide or rape
- the date **your** supply of electricity, gas, water or telecommunications failed

#### We, Us, Our, Insurer

Markel International Insurance Company Limited.

#### You, Your

The person who is named as the subscribing Gold member of Childcare.co.uk

### Section 3 - What you are not covered for

This policy does not provide cover in respect of the following:

1. **We** will not pay **you** more than **our** proportionate share if **your** loss is covered by any other insurance.
2. **We** will not pay **you** for any **damage** to **your premises** that **you** have more specifically insured or has been more specifically insured on **your** behalf
3. **We** will not pay **you** for any **damage** to
  - the permanent and/or temporary works forming part of any contractor for the maintenance, repair, renovation, refurbishment, alteration, rebuilding or similar of **your premises** and/or
  - materials for incorporation in the permanent and/or temporary works
4. **We** will not pay **you** for any loss resulting from damage caused by the deliberate act of a supplier in withholding the supply of water, gas, electricity, fuel or telecommunication services other than loss resulting from any subsequent damage which in itself is not excluded under this section of cover.

However, this exclusion shall not apply if the withholding by the supplier is

- for the sole purpose of safeguarding life, or
- for protecting any part of the supplier's system, or
- a result of a scheme of rationing due to damage to the supplier's premises.

**We** will not pay **you** for any loss resulting from accidental failure of **your** supply of electricity, gas, water or telecommunication services

- which does not involve a lack of supply for at least 4 consecutive hours
- which is caused by strikes, labour or trade disputes, or drought

### Section 3 - What you are covered for

If any of the following **insured events** occur during the **period of insurance** shown in the policy schedule.

1. Business interruption  
accidental loss, damage or destruction, at the **premises**, to property that is used by **you** for the purpose of **your business**
2. Denial of access  
Accidental loss, damage or destruction to any property within 1 kilometre of the **premises** which prevents or makes it difficult for **you** to enter the **premises** for the purpose of **your business**
3. Compulsory closure  
closure or restriction in the use of the **premises** due to the order or advice of the competent local authority, government or police as a result of the following occurrences at the **premises**
  - legionella
  - food poisoning
  - defective drains or other sanitary arrangements
  - vermin or pests
  - bomb scare

However, **we** will not pay **you** for

- any loss arising from any cause within **your** control
- any costs incurred in the cleaning repair replacement recall or checking of the **premises**

4. Failure of utility supply  
accidental failure of **your** supply of electricity, gas, water or telecommunication services

and **your business** is interrupted or interfered with **we** will pay **you your** reduction in **revenue** and/or increase in cost of working.

Where **your business** has been interrupted or interfered with following accidental loss, damage or destruction to property at the **premises**, **we** will only pay **you** for the reduction in **revenue** and/or increase in cost of working if at the time of the **damage** there shall be an insurance in force covering **your** interest in the property at the **premises** against **damage** and that payment shall have been made or liability admitted under that insurance (but this proviso shall not apply if no payment is made under such insurance solely owing to the operation of an excess)

The most **we** will pay **you** for reduction in **revenue** is the amount the **revenue** falls short, during the **cover period**, of the **standard revenue** as a result of the **insured event**.

The most **we** will pay **you** for increase in cost of working is the additional amount of money, necessarily and reasonably spent, for the sole purpose of avoiding or diminishing the reduction in **revenue** which would have occurred during the **cover period** as a result of the **insured event** had that money not been spent. However **we** will not pay **you** more than the loss of **revenue** avoided by spending that additional money.

The most **we** will pay in the **period of insurance** shown in the policy schedule in respect of 1. business interruption is £20,000

The most **we** will pay in the **period of insurance** shown in the policy schedule in respect of 2. denial of access is £1,000

The most **we** will pay in the **period of insurance** shown in the policy schedule in respect of 3. compulsory closure is £1,000

The most **we** will pay in the **period of insurance** shown in the policy schedule in respect of 4. Failure of utility supply is £1,000

### **Section 3 - Conditions**

1. Value Added Tax clause

To the extent that **you** are accountable to the tax authorities for Value Added Tax all terms in this policy shall be exclusive of that tax.

2. Current cost accounting

Any adjustment implemented in current cost accounting shall be disregarded.

1. **Governing Law**

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the **territorial limits** in which **your business** is situated.

### **Section 3 - Claims Conditions**

#### **Notification of claims**

It is a condition to **our** liability under this policy that **you** notify **us** in writing

- as soon as possible in respect of claims or requests for payment of
  - any circumstance of which **you** become aware which is likely to give rise to
    - a claim
    - **you** seeking payment under this policy

**you** must give **us**

- **your** reasons for **your** anticipation of a claim
- full details of dates

**You** must at **your** expense,

- give **us** in writing the details of **your** request for payment within one month (or within any further time that we agree to) of the expiry date of the **cover period**
- give us your books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence that **we** request together with (if **we** ask) a statutory declaration of the truth of the claim and anything connected with it.

If **you** fail to do this **your** claim under section 3 Loss of Revenue may not be covered or the amount **we** pay **you** may be reduced

### General claims handling

It is a condition to **our** liability under this policy that

- **you** must give **us** the information and co-operation that **we** may reasonably request
- **you** must not do anything which might prejudice **us**
- **you** must take all reasonable steps to prevent any further claim or request for payment under this policy
- **you** must tell the police as soon as possible of any **damage** or loss involving theft or attempted theft, malicious damage or vandalism or any loss of **money**

### Subrogation

**We** will be entitled to take over and undertake in **your** name, all **your** rights of recovery against anyone before or after any payment under this policy.

**You** will give **us** all the assistance **we** may require to exercise those rights of recovery.

### Defence of claims

- **we** are entitled to take over the defence or settlement of any claim in **your** name
- **you** are entitled at **your** own risk to contest any claim or legal proceedings which in **our** opinion should be compromised or settled but, if **you** choose to do this, **we** will not be liable for any loss incurred as a result of **your** refusal to compromise or settle the claim or legal proceedings

### How to make a claim

- If **you** want to make a claim under section 3 of this policy contact **us** by
  - writing to our claims team at Markel (UK) Limited, Verity House, 6 Canal Wharf, Leeds LS11 5AS, or
  - email our claims team – [claimsuk@markelintl.com](mailto:claimsuk@markelintl.com)



quoting your policy number and the name of the **master policyholder** shown in the policy schedule.

- If **you** wish to discuss a claim under section 3 of this policy please call **our** claims team on 0845 351 2600

**Things you must do**

**You** must comply with the claims conditions.

If **you** fail to comply with these conditions **we** may not pay **your** claim or any payment could be reduced.