

CHILDMINDER & NANNY POLICY

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

Master Policy Holder – Childcare.co.uk

Valid for policies issued between 1st January 2017 and 31st December 2017

Introduction

Thank **you** for choosing Childcare.co.uk Public Liability, Professional Liability and Employers Liability cover for Childminders and Nannies. 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 Jelf Insurance Brokers Limited and is underwritten by Markel International Insurance Company Limited Registered in England No.354568. Registered Office 20 Fenchurch Street, London, EC3M 3AZ

Jelf Insurance Brokers Limited and Markel International Insurance Company Limited are authorised and regulated by the Financial Conduct Authority.

Markel International Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register at www.fca.org.uk/firms/systems-reporting/register or by calling them on 0800 111 6768.

Consumer 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.

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.

Administrator

Jelf Insurance Brokers Limited, Hillside Court, Bowling Hill, Chipping Sodbury, BS37 6JX

Childcare activities

Providing care for children.

Claims Administrator

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

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 childcare activities**, and
- they are normally resident in the United Kingdom.

Period of insurance

The calendar month in which **you** have paid **your** premium.

Physical injury

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

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 incepted, 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.

Territorial limit

The United Kingdom, the Channel Islands and the Isle of Man.

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

General Exclusions

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**

PUBLIC LIABILITY

What you are covered for

This public liability section will cover **you** in respect of the following incidents arising in connection with **your childcare activities** 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 **childcare activities**.

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 childcare activities**, **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 **childcare activities** outside of the UK, but within the European Union, for a temporary period of time (up to 30 consecutive days) for an individual who normally resides in the UK, the insurance provided by this policy remains in place.

Limit of 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

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 **childcare activities**.
9. Any liability arising out of any business, trade, profession or employment, other than the provision of **childcare activities**.
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 **childcare activities**.
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 childcare activities**.
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**.

PROFESSIONAL LIABILITY

What you are covered for

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 childcare activities** 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

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 childcare activities** 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 anyway 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.

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 **United Kingdom**.*

What you are covered for

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 **United Kingdom**.

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 **United Kingdom**.

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 **United Kingdom** 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 **United Kingdom**
- 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

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.

Policy 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 United Kingdom in which **your** main residence is situated.

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 any insurance and may at any time cancel any 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

If payment is available under more than one section of cover the total amount payable under any one section of cover will be reduced by any amount payable under any other section of cover.

Claims Conditions

Notification of claims

It is a condition precedent 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 precedent 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 this policy contact **us** by
 - writing to our claims team at Markel (UK) Limited, Verity House, 6 Canal Wharf, Leeds LS11 5AS, or
 - phoning our claims team on 0845 351 2600, or
 - email our claims team – claimsuk@markelintl.comquoting your policy number and the name of the policyholder shown in the policy schedule.

Things you must do

You must comply with the claims conditions. These can be found under 'claims conditions that apply to this policy as a whole'.

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

Fraudulent claim

If **you** make a fraudulent claim under this policy:

- **we** are not liable to pay the claim, and
- **we** may recover from **you** any sums **we** have paid to **you** in respect of the claim, and
- **we** may write telling **you** that **we** are treating the contract as having been terminated with effect from the fraudulent act.

If **we** do write to **you** telling **you** that **we** are treating this policy as having been terminated:

- **we** will not be liable to **you** in respect of any relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under this policy (such as a loss, the making of a claim, or the notification of a potential claim), and
- **we** need not return any of the premium paid.

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

Complaints

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim you should follow the Complaints Procedure below

Complaints regarding:

Sale of the policy

Please contact your agent who arranged the Insurance on **your** behalf:

Customer Relations Department
Jelf Insurance Brokers Limited
Hillside Court Bowling Hill
Chipping Sodbury
Bristol
BS37 6JX

Tel: 01454 272727

Email: elaine.blakeston@jelfgroup.com

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

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

Website: 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.



Data Protection Act 1998

Please note that any information provided to us will be processed by **us** and **our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.