

Albany Childcare Scheme

Arranged by Albany Asset Management Ltd



Underwritten by  **ANSVAR**
Insuring a better way of life

FORM No. F.A. 36

ALBANY CHILDCARE POLICY

Thank **you** for insuring with Ansvar and **we** welcome **you** as a **policyholder**.

Please read the Policy and Schedule carefully. If **you** need any further explanation, or if **you** find any mistakes, please contact Albany Asset Management Ltd immediately.

You must tell **us** about any changes which affect **your** Policy. Failure to do so could invalidate **your** cover. If **you** are not sure whether certain facts or changes are relevant please check with Albany Asset Management Ltd.

The Schedule enclosed with this Policy shows **your** individual details. It also shows the Sections of cover which are operative together with any endorsement numbers which may apply. If **you** have cover under Section 3 (All Risks), the item descriptions will be shown under the All Risks Specification on the Schedule. The Schedule is normally reissued each time there is a change under the Policy.

Should **you** at any time be dissatisfied with **our** service, please refer to **our** Complaints Procedure together with details of **our** participation in the Financial Ombudsman Service (refer to index for appropriate page).

We and **you** agree that:

- a) the basis of the contract is:
 - the information contained in the proposal, declaration or statement of facts, and
 - any additional or supplementary information supplied;
- b) **you** will pay the premium;
- c) **we** will insure **you** as detailed in the Policy, Schedule and any endorsements during the **period of insurance** shown in the Schedule.
- d) the Policy, Schedule and any endorsements (including any replacements for them) are to be read together as one document.

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DEFINITIONS

Some words or phrases in this Policy and its Schedule are in **bold italics** and have particular meanings that are stated below unless otherwise specified by Endorsement.

These definitions apply equally where used in the singular or plural unless otherwise stated.

accountant's costs	a reasonable amount in respect of all costs reasonably incurred by the appointed representative
all contents	contents, electronic equipment and stock
appointed representative	the lawyer, accountant or other suitably qualified person, who has been appointed to act for an insured person in accordance with the terms of Section 14 Legal Expenses
asbestos	asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos, asbestos fibres or any derivatives of asbestos
aspect enquiry	an examination by the HM Revenue & Customs which considers one or more specific aspects of the policyholder's self assessment and/or corporation tax return
attendance expenses	<p>the insured person's salary or wages for the time that the insured person is off work to attend any arbitration, court or tribunal hearing at the request of the appointed representative or while attending jury service</p> <p>We will pay for each half or whole day that the court, tribunal or the insured person's employer will not pay for. The amount we will pay is based on the following:</p> <ul style="list-style-type: none"> • the time the insured person is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is eight hours • if the insured person works full time, the salary or wages for each whole day equals 1/250th of the insured person's yearly salary or wages. <p>If the insured person works part-time, the salary or wages will be a proportion of the insured person's weekly salary or wages.</p>
bodily injury	death, illness, injury or disease
buildings	<p>the buildings at the premises used for the childcare activities, including:</p> <ul style="list-style-type: none"> • landlords fixtures and fittings • outbuildings • tenants improvements <p>all belonging to you or for which you have accepted responsibility</p>
childcare activities	<ul style="list-style-type: none"> • your childcare activities declared to us, accepted by us in writing, and: <ul style="list-style-type: none"> - undertaken with your full knowledge and authority - under your or an authorised employee's control and - operated from premises in the territorial limits • ownership repair or maintenance of the premises
claim	your request to us for indemnity, reimbursement or benefit under the terms of this Policy, provided that a claim for legal liability includes a single loss or series of losses from one event consequent on or attributable to one source or original cause
claim made	<ul style="list-style-type: none"> • any claim notified to us, or • any circumstances which may give rise to a claim that you discover and notify to us during the period of insurance
computer equipment	all computer equipment which is used for electronic processing, communication and storage of data, including all ancillary equipment, environmental or voltage control systems, power supply and wiring
contents	<p>furniture, fixtures, fittings, plant, machinery, appliances, documents, data and all other contents used in connection with the childcare activities and belonging to you or for which you have accepted responsibility. Contents includes the clothing and personal effects belonging to any director, manager, employee, member or visitor for which you have accepted responsibility, subject to a limit of £500 for any one person.</p> <p>The following are not included as contents:</p> <ul style="list-style-type: none"> ❖ landlords fixtures and fittings ❖ tenants improvements ❖ property more specifically insured ❖ money, credit or debit cards ❖ securities ❖ watercraft (unless hand propelled), surfboards, aircraft, hovercraft, motor vehicles (other than power assisted wheelchairs or domestic gardening equipment), horse boxes, trailers, trailer tents, caravans, or any of the parts or accessories that belong to any of them ❖ pets or livestock ❖ electronic equipment and stock ❖ any property owned by or the responsibility of individual insured persons in his/her/their own private capacity and not used in connection with the childcare activities

DEFINITIONS continued

costs and expenses (Not applicable to Section 14 Legal Expenses)	<ul style="list-style-type: none"> • legal costs and expenses recoverable from you by any claimant • defence costs and expenses incurred with our written consent
costs and expenses (Applicable to Section 14 Legal Expenses only)	<ul style="list-style-type: none"> • legal costs • accountant's costs • attendance expenses
damage / damaged	physical loss, destruction or damage
DAS	DAS Legal Expenses Insurance Company Limited
data	information represented or stored electronically including but not limited to code or series of instructions, operating systems, software programs or firmware
date of occurrence	<p>the date of occurrence for:</p> <ul style="list-style-type: none"> • civil cases (other than under insured incident - 5 Tax Protection) is when the cause of action first accrued • criminal cases is when the insured person commenced or is alleged to have commenced to violate the criminal law in question • full enquiries or aspect enquiries is when the HM Revenue & Customs first notifies in writing the intention to make enquiries • tax intervention enquiries, is when HM Revenue & Customs first notifies in writing the intention to make enquiries • Employers' Compliance and Value Added Tax disputes is when the relevant authority sends an assessment or written decision to the policyholder
documents	documents, records, ledgers, books, manuscripts, plans and designs but not data
electronic equipment	<ul style="list-style-type: none"> • computer equipment • all other electronic office equipment <p>used in connection with the childcare activities and belonging to you or for which you have accepted responsibility</p>
employee	<p>any person:</p> <ul style="list-style-type: none"> • under a contract of service or apprenticeship with you • who is hired to, supplied to or borrowed by you • engaged under a work experience or similar scheme • helping as a volunteer • who is one of your trustees <p>while under your direct control and supervision and working for you in connection with the childcare activities</p>
excess	the first amount of each and every agreed claim that you will be asked to pay
extra expenses	<p>additional expenditure necessarily and reasonably incurred by you in order to minimise the interruption or interference with the childcare activities, including the cost of:</p> <ul style="list-style-type: none"> • removal to and from temporary premises and fitting up for your use • the additional rent, rates and taxes for these temporary premises • salaries of additional employees and overtime payments • reproducing documents or data not covered under Section 2 (Contents) but not the value to you of the documents or data
fixed glass	<p>fixed:</p> <ul style="list-style-type: none"> • plain plate or sheet glass • plain non-glass glazing materials in windows or protecting glass in windows • toughened, armoured, wired, curved, leaded, engraved, stained, coloured or other special glass
full enquiry	an extensive examination by HM Revenue & Customs which considers all aspects of the policyholder's tax affairs, excluding those enquiries which are limited to one or more specific aspects of the policyholder's self assessment and/or corporation tax return
income	the amount paid or payable to you for goods sold and delivered, collections, donations, gifts, grants or funding, fund-raising activities and for other services rendered in the course of the childcare activities less the cost of any goods purchased
indemnity period	the period beginning with the occurrence of the damage and ending not later than the expiry of the maximum indemnity period during which the results of the childcare activities are affected because of the damage
insured incident	as specified under 'WHAT IS COVERED' within Section 14 Legal Expenses
insured person	the policyholder , directors, officers, committee members, governors, and employees of the policyholder

DEFINITIONS continued

legal costs	<ul style="list-style-type: none"> • all reasonable and necessary costs chargeable by the appointed representative on a standard basis • the costs incurred by opponents in civil cases if an insured person has been ordered to pay them, or pays them with DAS' agreement
maximum indemnity period	the consecutive period of months shown in the Schedule
medical malpractice	any actual or alleged negligent act, error or omission in rendering or failing to render medical professional treatment or services which results in bodily injury
money	<ul style="list-style-type: none"> • current coins and banknotes • unused current postage stamps, trading stamps, savings stamps, postal orders, money orders, luncheon, charity and consumer redemption vouchers, gift tokens and unused units of franking machines • cheques, travellers cheques, travel tickets, bankers drafts, credit card company sales vouchers or receipts • National Savings certificates, premium bonds • VAT purchase receipts <p>all belonging to you or for which you have accepted responsibility in connection with the childcare activities</p>
non-negotiable money	crossed cheques, crossed postal orders, crossed money orders, crossed bankers drafts, unused units of franking machines, National Savings certificates, premium bonds, credit card company sales vouchers or receipts and VAT purchase receipts, all belonging to you or for which you have accepted responsibility in connection with the childcare activities
offshore	<ul style="list-style-type: none"> • embarkation onto a vessel or aircraft for conveyance to an offshore rig, platform or service or accommodation vessel, until disembarkation from the conveyance onto land from such offshore rig, platform or service or accommodation vessel • whilst on any offshore rig, platform or service or accommodation vessel
outbuildings	sheds, glass-houses, conservatories, garages, storage units, plant rooms, workshops or other buildings, all being used for childcare activities , either: <ul style="list-style-type: none"> • detached from, or • attached to but not internally communicating with the main buildings at the premises
outstanding debit balances	the amounts debited or invoiced to customers as set out in your records or accounts but not paid at the time of the damage , adjusted for bad debts and any abnormal trading conditions
period of insurance	the period shown on the Schedule for which we agree to accept and you have paid or agreed to pay the premium
policyholder	the person(s), company, or organisation named in the Schedule as the Policyholder
premises	the premises shown in the Schedule as 'Location'
products	goods (including their containers, packaging, labelling or instructions) no longer in your custody or control that have been sold, supplied, installed, erected, serviced, repaired, altered, treated or otherwise worked upon by you from or in the territorial limits in connection with the childcare activities
professional indemnity wrongful act	actual or alleged: <ol style="list-style-type: none"> a) negligent act, negligent error or negligent omission committed or attempted in the provision of a professional service by you or any employee b) breach of professional duty owed by you to a third party c) dishonest, fraudulent, wilful, reckless, criminal or malicious act, conduct or omission committed by an employee d) libel, slander or defamation made by you in the conduct of your childcare activities resulting in a civil liability
professional service	the professional services noted on the Schedule provided to a third party by you
reinstatement	the rebuilding, replacement or repair of property damaged to a condition that is equivalent to, or substantially the same as, but not better or more extensive than its condition when new. Where appropriate, reinstatement may be carried out: <ul style="list-style-type: none"> • to your requirements • upon another site provided our liability is not increased
standard construction	walls constructed of brick, stone or concrete with roof covered by slates, tiles, metal, concrete or sheets or slabs composed entirely of non-combustible mineral ingredients
stock	stock and materials in trade, including promotional goods, owned by you or held in trust or on commission for which you have accepted responsibility and used in connection with the childcare activities
	The following is not included as stock : <ul style="list-style-type: none"> ❖ money

DEFINITIONS continued

tax intervention enquiry	an examination by HM Revenue & Customs to measure the level of compliance in the policyholder's financial accounting records to highlight areas where errors have or may occur
territorial limits (Not applicable to Section 14 Legal Expenses)	England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man
territorial limits (Applicable to Section 14 Legal Expenses only)	for insured incidents 2 Legal Defence (excluding 2(4)), and 4 Bodily Injury <ul style="list-style-type: none"> the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey for all other insured incidents <ul style="list-style-type: none"> the United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands
terrorism	an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological, ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public in fear
trustee	any natural person who was, is or becomes during the Policy period a trustee, director, officer, governor, member of a committee of management, shadow or de facto director or any other employee acting in a managerial or supervisory capacity of the policyholder
turnover	the amount paid or payable to you for goods sold and delivered and for services rendered in the course of childcare activities
unoccupied	untenanted, empty or disused
we / us / our	Ansvar Insurance Company Limited
working hours	any time when the buildings are occupied for childcare activities by you or any partner, director, or employee responsible for money
wrongful act	any actual or alleged breach of trust, breach of duty, breach of warranty or authority, breach of statutory law, omission, neglect, error, mis-statement, misleading statement, libel, slander, wrongful trading or any other act wrongfully committed or attempted by any trustee of the policyholder when carrying out his/her duties as a trustee of the policyholder
you / your / insured / policyholder	the person(s), company, or organisation (including a body of trustees) named in the Schedule as the Policyholder

SECTION 1 BUILDINGS

WHAT IS COVERED

We will pay for **damage** to **buildings** caused by Events 1 to 13 and, if operative, Event 14:

Events

- 1 Fire, explosion, lightning or earthquake.
- 2 Smoke.
- 3 Aircraft or other aerial devices or articles dropped from them.
- 4 a) Theft or attempted theft involving entry to or exit from the **buildings** by forcible and violent means.
- 5 Impact by any road vehicle, train or animal.
- 6 Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances.
- 7 Malicious people or vandals.
- 8 Storm or flood.
- 9 Escape of water from any tank, apparatus, pipe or automatic sprinkler installation including **damage** to internal fixed water tanks, apparatus or pipes caused by freezing or forcible or violent bursting.
- 10 Escape of fuel oil from any fixed oil-fired heating installation.
- 11 Falling radio or television aerials, satellite dishes, fittings or masts.
- 12 Falling trees, branches, telegraph poles or lamp posts including the cost of removing those that cause **damage** to the **buildings**.
- 13 Accidental **damage** to:
 - underground service pipes (including waste drainage pipes) or cables extending from the **buildings** to the public supply
 - underground tanks
 for which **you** are responsible at the **premises**.

WHAT IS NOT COVERED

Events 1 to 14 and any Extensions to this Section do not cover the amount of **excess** shown in the Schedule unless otherwise stated. Consequential loss of any kind.

Damage by any gradually operating cause.

Damage:

- ❖ occurring while the **buildings** are **unoccupied**

Damage caused by domestic pets.

Damage resulting from stoppage of work.

Damage:

- ❖ occurring while the **buildings** are **unoccupied**
- ❖ caused by theft or attempted theft
- ❖ caused by fire or explosion

Damage:

- ❖ caused by frost
- ❖ caused by storm while the **buildings** are **unoccupied**
- ❖ due solely to change in water table level
- ❖ to fences or gates
- ❖ to paths, drives, car parks and other paved or hard-standing areas.

Damage occurring while the **buildings** are **unoccupied**.

Damage occurring while the **buildings** are **unoccupied**.

Damage to radio or television aerials, satellite dishes, fittings or masts.

Damage to fences or gates.

Damage:

- ❖ occurring while the **buildings** are **unoccupied**
- ❖ covered by, specifically excluded by, or which exceeds any payment limits in, Events 1 to 12 or 14, if operative, or any Extensions or endorsements to Section 1

Damage caused by, resulting from or consisting of:

- ❖ wear and tear, corrosion or gradually operating cause
- ❖ frost, atmospheric or climatic conditions
- ❖ vermin or insects
- ❖ faulty workmanship, defective design or defective materials
- ❖ inherent vice or latent defect
- ❖ subsidence, heave or landslip
- ❖ movement, settlement, shrinkage, expansion or its own collapse or cracking
- ❖ demolition, structural alteration or repair of the **buildings**.

SECTION 1 BUILDINGS continued

WHAT IS COVERED

Accidental Damage (Optional Cover)

Only effective if the current Schedule shows 'Buildings including Accidental Damage'.

- 14 Accidental **damage** to the **buildings**.

WHAT IS NOT COVERED

The cost of maintenance and normal redecoration.

Damage:

- ❖ occurring while the **buildings** are **unoccupied**
- ❖ covered by, specifically excluded by, or which exceeds any payment limits in, Events 1 to 13 or any Extensions or endorsements to Section 1
- ❖ to the additional property insured under Extension 3 to this Section unless the **buildings** are **damaged** by the same cause at the same time

Damage caused by, resulting from or consisting of:

- ❖ wear and tear, depreciation or gradually operating cause
- ❖ action of light, atmospheric or climatic conditions or frost
- ❖ moths, vermin, insects, parasites, woodworm, fungus, mildew or rot
- ❖ mechanical or electrical fault, breakdown or failure
- ❖ domestic pets
- ❖ faulty workmanship, defective design or the use of defective materials
- ❖ subsidence, heave or landslip
- ❖ movement, settlement, shrinkage, expansion or its own collapse or cracking
- ❖ demolition, structural alteration or structural repair of the **buildings**.

EXTENSIONS TO SECTION 1 BUILDINGS

Subject otherwise to the terms, exceptions and conditions of this Section.

WHAT IS COVERED

1 TRANSFER OF INTEREST

If **you** contract to sell the **buildings** the purchaser who completes the sale shall have the benefit of the cover by this Section between exchange of contracts and completion of sale.

2 ADDITIONAL FEES AND COSTS

Within the **buildings** sum insured **we** will pay for the following costs or fees necessarily and reasonably incurred with **our** consent in the **reinstatement** or repair of the **buildings** following **damage** by an insured Event:

- a) architects', surveyors' and other professional fees
- b) debris removal costs or the costs of dismantling, demolishing, shoring-up or propping-up the **buildings**
- c) European Community and Public Authorities - the additional costs incurred solely because of the need to comply with:
 - European Community legislation
 - other statutory regulations or public authority bye-laws, provided **reinstatement** is not unreasonably delayed and is completed within 12 months from the date of the **damage** unless **we** agree otherwise in writing.

3 CAPITAL ADDITIONS

We will cover **damage** by an insured Event under this Section to alterations, additions and improvements to the **buildings** during the **period of insurance**, provided that **you**:

- undertake to give details of such alterations, additions and improvements as soon as possible
- effect specific insurance from the date that **our** liability commenced and pay any additional premium due.

The most **we** will pay for any **claim** is 10% of the **buildings** sum insured or £250,000 whichever is the less.

WHAT IS NOT COVERED

Damage if the purchaser:

- ❖ insures the **buildings** or they are otherwise insured on the purchaser's behalf

Fees for the preparation of any **claim**.

Cost of removing debris other than from the site on which the **damage** occurred and the area immediately adjacent to it. Costs arising from pollution or contamination of property not insured by this Section.

The additional costs relating to:

- ❖ any notice of compliance served on **you** before the **damage**
- ❖ any charge or assessment arising out of capital appreciation.

£250 **excess**.

Any appreciation in value.

EXTENSIONS TO SECTION 1 BUILDINGS continued

WHAT IS COVERED

4 DAMAGE TO GROUNDS

We will pay for the reasonable cost of making good the gardens or grounds of the **buildings damaged** by the emergency services in attending the **buildings** following **damage** which is the subject of a valid **claim** under this Section.

The most **we** will pay is £10,000 for any **claim**.

5 CLEARING OF DRAINS

We will pay for the clearing, cleaning or repairing of drains, gutters and sewers for which **you** are responsible following **damage** which is the subject of a valid **claim** under this Section.

The most **we** will pay is £10,000 for any **claim**.

6 WORKMEN

Workmen are allowed to work in the **buildings** for the purposes of effecting any decorations or minor repairs, additions or alterations without prejudice to this Policy.

7 NON-INVALIDATION

Cover under this Section shall not be invalidated by any act or omission or any alteration whereby the risk of **damage** is increased unknown to **you** or beyond **your** control, provided that immediately on becoming aware of this **you** give notice to **us** and pay any additional premium due

8 TRACE AND ACCESS

We will pay costs necessarily and reasonably incurred by **you** resulting from an insured Event in:

- a) locating the source of **damage** caused to the **buildings** in consequence of the escape of water or fuel oil from any tank, apparatus or pipe
- b) making good the subsequent **damage** due to locating such source.

The most **we** will pay is £10,000 for any **claim**.

CLAIMS SETTLEMENT FOR SECTION 1 BUILDINGS

We will indemnify **you** by, at **our** option, either:

- making a cash payment for
- paying for the repair of
- if **damaged** beyond repair, paying for the re-building of the **damaged buildings**.

REINSTATEMENT

The **claim** settlement will be calculated on the basis of **reinstatement** provided that:

- in the event of the repair of partial **damage**, **we** will not pay more than the amount **we** would have paid if the whole of the property had been destroyed
- this **reinstatement** basis of settlement will not apply:
 - a) unless **reinstatement** begins and proceeds without delay
 - b) until the cost of **reinstatement** has been incurred
 - c) if at the time of **damage** the property is insured under any other policy that is not on the same basis of **reinstatement**.

If the **reinstatement** basis of settlement does not apply then a deduction for wear and tear and betterment will be made.

UNDERINSURANCE

- when **reinstatement** applies: if at the time of **reinstatement** the sum insured is less than 85% of the cost of **reinstatement** of the whole of the property the amount **we** will pay will be reduced in the same proportion as the said sum insured bears to the total cost of **reinstatement** of the whole of the property at the time of **reinstatement**.
- when **reinstatement** does not apply: if at the time of the **damage**, the sum insured by any item is less than the total cost of rebuilding the property to which that sum insured relates then the amount **we** will pay will be reduced in the same proportion that the sum insured bears to its total cost of rebuilding. In assessing the total cost of rebuilding a deduction is to be made for wear and tear and betterment.

LIMITS

The most **we** will pay for any **claim**, unless otherwise stated, is the sum insured shown in the Schedule at the date of the **damage** plus index-linking increases up to the completion of reinstatement.

AUTOMATIC REINSTATEMENT OF SUM INSURED

The sum insured will not be reduced by a **claim** payment unless **we** give written notice to the contrary within 30 days of the **claim** notification being first received by **us**, provided that **you** take immediate steps to carry out any **damage** prevention measures that **we** may require.

MATCHING SETS

We will not pay the cost of replacing any undamaged item or part of any item solely because it forms part of a set, suite or one of a number of items of a similar nature, colour or design.

WHAT IS NOT COVERED

SECTION 2 CONTENTS

WHAT IS COVERED

We will pay for **damage** to **all contents**, while contained in the **buildings** caused by Events 1 to 12 and, if operative, Event 13:

Events

- 1 Fire, explosion, lightning or earthquake.
- 2 Smoke.
- 3 Aircraft or other aerial devices or articles dropped from them.
- 4 Theft or attempted theft:
 - a) involving entry to or exit from the **buildings** by forcible and violent means
 - b) following assault, violence or threat of violence to **you, your family, employees** or members.
- 5 Impact by any road vehicle, train or animal.
- 6 Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances.
- 7 Malicious people or vandals.

- 8 Storm or flood.

- 9 Escape of water from any tank, apparatus or pipe. **We** will also pay for the unit cost at the current rate per cubic metre of water lost as a direct result of such escape.
The most **we** will pay in respect of metered water is £5,000 for any **claim**.
- 10 Escape of fuel oil from any fixed oil-fired heating installation. **We** will also pay for the value of the lost oil as a direct result of such escape.
The most **we** will pay in respect of loss of oil is £5,000 for any **claim**.
- 11 Falling radio or television aerials, satellite dishes, fittings or masts including **damage** to any of them.
- 12 Falling trees, branches, telegraph poles or lamp posts.

WHAT IS NOT COVERED

Events 1 to 13 and any Extensions to this Section do not cover the amount of **excess** shown in the Schedule unless otherwise stated. Consequential loss of any kind.

Damage by any gradually operating cause.

Damage:

- ❖ occurring while the **buildings** are **unoccupied**
- ❖ arising from the deliberate erasure, loss, distortion or corruption of **data**.

Damage caused by domestic pets.

Damage resulting from stoppage of work.

Damage:

- ❖ occurring while the **buildings** are **unoccupied**
- ❖ caused by theft or attempted theft
- ❖ caused by fire or explosion
- ❖ to **all contents** in unlocked **outbuildings**
- ❖ arising from the deliberate erasure, loss, distortion or corruption of **data**.

Damage:

- ❖ caused by frost
- ❖ caused by subsidence, heave or landslip
- ❖ caused by storm while the **buildings** are **unoccupied**
- ❖ due solely to change in water table level
- ❖ to **all contents** in any cellar or basement used for storage purposes only unless stored at least 15 centimetres above the floor.

Damage:

- ❖ occurring while the **buildings** are **unoccupied**
- ❖ to **all contents** in any cellar or basement used for storage purposes only unless stored at least 15 centimetres above the floor.
- ❖ caused by escape of water from automatic sprinkler installations

Damage occurring while the **buildings** are **unoccupied**.

SECTION 2 CONTENTS continued

WHAT IS COVERED

Accidental Damage (Optional Cover)

Only effective if the current Schedule shows 'Contents including Accidental Damage'.

- 13 Accidental **damage** to **all contents**.

WHAT IS NOT COVERED

Damage:

- ❖ occurring while the **buildings** are **unoccupied**
- ❖ covered by, specifically excluded by, or which exceeds any payment limits in, Events 1 to 12 or any Extensions or endorsements to Section 2.

Damage caused by, resulting from or consisting of:

- ❖ wear and tear, depreciation or gradually operating cause
- ❖ action of light, atmospheric or climatic conditions
- ❖ moths, vermin, insects, parasites, woodworm, fungus, mildew or rot
- ❖ mechanical or electrical fault, breakdown or failure or use contrary to the manufacturer's instructions
- ❖ domestic pets
- ❖ faulty workmanship, defective design or the use of defective materials
- ❖ subsidence, heave or landslip
- ❖ any process of cleaning, dyeing, altering, repairing, renovating or restoring
- ❖ arising from the deliberate erasure, loss, distortion or corruption of **data**
- ❖ unexplained disappearance, inventory shortage or shortage due to error or omission
- ❖ marring or scratching
- ❖ deterioration of foodstuffs or refrigerated goods.

EXTENSIONS TO SECTION 2 CONTENTS

Subject otherwise to the terms, exceptions and conditions of this Section.

WHAT IS COVERED

1 GLASS AND SANITARY FITTINGS

We will pay for breakage of:

- **fixed glass**
- sanitary fittings
- glass in furniture, showcases, shelves, tops and mirrors in the portion of the **premises** for which **you** are responsible including:
 - a) the cost of necessary boarding up pending the replacement of any **fixed glass** which is the subject of a valid **claim** under this Extension
 - b) the repair of frames or framework caused by such breakage
 - c) **damage** to **all contents** caused by such breakage
 - d) the cost of replacing any lettering, ornamentation or burglar alarm foil.

The most **we** will pay for any **claim**:

- under b) and d) is £1,000 in total

2 THEFT DAMAGE TO BUILDINGS

We will pay for **damage** to the **buildings** arising out of theft or attempted theft of **all contents** involving forcible and violent means to enter or leave the **buildings** provided **you** are legally responsible for making good such **damage**.

3 THEFT OF KEYS

We will pay for the cost of replacement locks and keys if the keys to the **buildings**, safes or strongrooms are stolen:

The most **we** will pay is £1,000 for any **claim**.

WHAT IS NOT COVERED

Breakage caused:

- ❖ by repairs or alterations to the **premises**
- ❖ while the **buildings** are **unoccupied**
- ❖ to property which was in any way defective at the time cover was effected
- ❖ to glass forming part of **stock**

Damage:

- ❖ occurring while the **buildings** are **unoccupied**
- ❖ caused by fire or explosion.

£25 **excess**.

The cost of changing locks to safes or strongrooms where the keys:

- ❖ have been stolen from an unattended room in the **buildings** during **working hours** unless the keys were in a locked receptacle at the time of the theft
- ❖ are left in the **buildings** outside **working hours**.

EXTENSIONS TO SECTION 2 CONTENTS continued

WHAT IS COVERED

4 TEMPORARY REMOVAL OF CONTENTS

We will pay for **damage** to:

- **contents** or **electronic equipment**
 - temporarily removed for cleaning, renovation or repair
 - temporarily removed but in the custody or control of an authorised director, **employee**
 - at or in transit to or from a bank or safe deposit
 - **documents** while in the post
- occurring in the **territorial limits** and caused by an insured Event by this Section.

The most **we** will pay is £1,000 for any **claim**.

5 DEBRIS REMOVAL

We will pay the costs necessarily incurred with **our** consent in removing debris of **all contents damaged** by an insured Event.

The most **we** will pay is 10% of the **all contents** sum insured for any **claim**.

6 TRACE AND ACCESS

This extension is not operative if the **buildings** are insured under Section 1 of this Policy.

We will pay costs necessarily and reasonably incurred by **you** and for which you are legally responsible resulting from an insured Event in:

- locating the source of **damage** caused to the **buildings** in consequence of the escape of water or fuel oil from any tank, apparatus or pipe
- making good the subsequent **damage** due to locating such source.

The most **we** will pay is £10,000 for any **claim**.

7 DISCHARGE OF OIL

We will pay for costs necessarily incurred by **you** with **our** consent to decontaminate the grounds of the **premises** following accidental discharge of oil from any oil fired heating appliance or storage tank on the **premises**.

The most **we** will pay is £5,000 for any **claim**.

WHAT IS NOT COVERED

Property:

- ❖ covered elsewhere in this Section or in the Policy
- ❖ otherwise insured.

Damage by theft of:

- ❖ computers designed to be portable or satellite telephones from any unattended motor vehicle
- ❖ any other property from any unattended motor vehicle unless:
 - a) the property is hidden from view in a closed glove, storage or luggage compartment or boot, and
 - b) all windows and sunroofs are securely closed and all doors, tailgate and boot are locked.

Cost of removing debris other than from the site on which the **damage** occurred and the area immediately adjacent to it.

Costs arising from pollution or contamination of property not insured by this Section.

Damage recoverable from any other insurance.

Costs otherwise insured.

CLAIMS SETTLEMENT FOR SECTION 2 CONTENTS

We will indemnify **you** by, at **our** option, either:

- making a cash payment for
- paying for the repair of
- if **damaged** beyond repair, paying for the replacement of the **damaged** property as follows:

CONTENTS

Settlement for **contents** (other than **data** or **documents**) and **electronic equipment** will be calculated on the basis of **reinstatement** provided that this **reinstatement** basis of settlement will not apply:

- a) unless **reinstatement** begins and proceeds without delay
- b) until the cost of **reinstatement** has been incurred
- c) if at the time of **damage** the property is insured under any other policy that is not on the same basis of **reinstatement**
- d) to linen or clothing.

If the **reinstatement** basis of settlement does not apply then a deduction for wear and tear and betterment will be made.

DATA OR DOCUMENTS

We will pay the value of the physical materials together with the clerical labour costs or computer time needed to reproduce the **data** or **documents**.

We will not pay for the:

- costs of finding any information needed for the reproduction of **data** or **documents**
- value to **you** of the **data** or the information in **documents**.

STOCK

- Settlement for **stock** (other than donated **stock**) will be based upon the wholesale market value at the date of **damage**.
- Settlement for donated **stock** will be based upon the second-hand market value at the date of **damage**.
- No **claim** payment will be made under this Section for donated **stock** if a **claim** is also made under Section 5 (Business Interruption) following **damage** to donated **stock** by an insured Event under this Section.

UNDERINSURANCE

- **when reinstatement applies:** if at the time of **reinstatement** the sum insured is less than 85% of the cost of **reinstatement** of the whole of the property, the amount **we** will pay will be reduced in the same proportion as the said sum insured bears to the total cost of **reinstatement** of the whole of the property at the time of **reinstatement**.
- **when reinstatement does not apply:** if at the time of the **damage**, the sum insured by any item is less than the total value of the property to which that sum insured relates then the amount **we** will pay will be reduced in the same proportion that the sum insured bears to its total value. In assessing the total value of the property a deduction is to be made for wear and tear and betterment.

LIMITS

The most **we** will pay in respect of any **claim**:

- for antiques, pictures, works of art, items of precious metal, manuscripts, books or other property retaining any antiquity or special value, unless otherwise agreed by **us** in writing, is:
 - a) £2,500 any one item
 - b) £5,000 in total
- for **data** is 5% of the **contents** sum insured or £2,500, whichever is the greater
- unless otherwise stated, is the sum insured shown in the Schedule at the date of the **damage**

AUTOMATIC REINSTATEMENT OF SUM INSURED

The sum insured will not be reduced by a **claim** payment unless **we** give written notice to the contrary within 30 days of the **claim** notification being first received by **us**, provided that **you** take immediate steps to carry out any **damage** prevention measures that **we** may require.

MATCHING SETS

We will not pay the cost of replacing any undamaged item or part of any item solely because it forms part of a set, suite or one of a number of items of a similar nature, colour or design.

SECTION 3 ALL RISKS

WHAT IS COVERED

We will pay for **damage** to **your** property, or property for which **you** have accepted responsibility, as listed in the All Risks Specification in the Schedule, occurring within the stated geographical limits.

WHAT IS NOT COVERED

The amount of **excess** shown in the Schedule.

Damage to:

- ❖ **money**, credit and debit cards
- ❖ strings, reeds or drumheads on musical instruments
- ❖ any marquee or tent caused during its erection or dismantling

Damage caused by, resulting from or consisting of:

- ❖ wear and tear, depreciation or gradually operating cause
- ❖ action of light, atmospheric or climatic conditions or frost
- ❖ moths, vermin, insects, parasites, woodworm, fungus, mildew or rot
- ❖ mechanical or electrical fault, breakdown or failure or use contrary to the manufacturer's instructions
- ❖ faulty workmanship, defective design or the use of defective materials
- ❖ inherent vice or latent defect
- ❖ any process of cleaning, dyeing, altering, repairing, renovating or restoring
- ❖ the deliberate erasure, loss, distortion or corruption of **data**
- ❖ unexplained disappearance or inventory shortage or shortage due to error or omission
- ❖ marring or scratching
- ❖ rise or fall in temperature

Damage by theft of:

- ❖ computers designed to be portable or satellite telephones from any unattended motor vehicle
- ❖ any other property from any unattended motor vehicle unless:
 - a) the property is hidden from view in a closed glove, storage or luggage compartment or boot, and
 - b) all windows and sunroofs are securely closed and all doors, tailgate and boot are locked
- ❖ any pedal cycle outside the **buildings** unless it is in a locked building or is attached by an appropriate security device to a permanently fixed structure.

CLAIMS SETTLEMENT FOR SECTION 3 ALL RISKS

We will indemnify **you** by, at **our** option, either:

- making a cash payment for
- paying for the repair of
- if **damaged** beyond repair, paying for the replacement as new of the **damaged** property.

LIMITS

The most **we** will pay in respect of any **claim** is the sum insured at the date of the **damage** by each item listed in the All Risks Specification of the Schedule.

UNDERINSURANCE

If at the time of **damage** the sum insured for any item is less than its full **reinstatement** value **we** will only pay the same proportion of the **damage** as the sum insured bears to the full **reinstatement** value for that item.

AUTOMATIC REINSTATEMENT OF SUM INSURED

The sum insured will not be reduced by a **claim** payment, unless:

- the **claim** relates to the total loss of any specified item or
- **we** give written notice to the contrary within 30 days of the **claim** notification being first received by **us** provided that **you** take immediate steps to carry out any **damage** prevention measures that **we** may require.

MATCHING SETS

We will not pay the cost of replacing any undamaged item or part of any item solely because it forms part of a set, suite or one of a number of items of a similar nature, colour or design.

SECTION 4 MONEY

WHAT IS COVERED

We will pay for **damage** to:

- a) **money**
- b) any safe or strongroom at the **premises** or any cash carrying case, security belt or waistcoat caused by theft or attempted theft clothing and personal effects belonging to an **employee** caused by theft or attempted theft of **money** up to £500 per person.

WHAT IS NOT COVERED

The amount of **excess** shown in the Schedule.

Damage:

- ❖ from any unattended vehicle
- ❖ due to misappropriation, deception or false accounting by:
 - a) **you** or any director or partner
 - b) any **employee** unless discovered within 14 days of the occurrence and provided there is no other specific fidelity insurance in force
- ❖ arising outside the **territorial limits**
- ❖ due to clerical or accounting errors, depreciation in value, unexplained shortage, dishonoured cheques, fraudulent credit card transactions or to the use of counterfeit **money**
- ❖ suffered as a result of a transaction as part of **the childcare activities**
- ❖ to negotiable **money** in transit by unregistered post
- ❖ of or to **money** in any coin, banknote or token operated machine or **money** dispensing machine
- ❖ to any coin, banknote or token operated machine or **money** dispensing machine

We will not pay any **claim** when **you** have failed to comply with the SPECIAL REQUIREMENTS for this Section and such failure caused or worsened the loss.

SPECIAL REQUIREMENTS FOR SECTION 4 MONEY

You are required to:

- 1 RECORD KEEPING
keep a complete record of all **money** in transit and on the **premises** and deposit such record in a secure place other than in a safe or strongroom containing the **money**.
- 2 SECURITY
keep any safe or strongroom locked and all keys to them must be removed from the **premises** unless the **premises** is occupied by an authorised **employee** in which case such keys shall be kept in a locked receptacle when left in an unattended room.
- 3 CARRYING LIMITS
ensure that whenever **money**, other than **non-negotiable money**, in transit exceeds:
 - a) £2,500 at any one time, it must be accompanied by at least two adult persons
 - b) £10,000 at any one time, it must be carried by a security company.
 This requirement applies regardless of the amount of cover under this Section.

EXTENSIONS TO SECTION 4 MONEY

Subject otherwise to the terms, exceptions and conditions of this Section.

WHAT IS COVERED

- 1 PERSONAL ACCIDENT (ASSAULT)
We will pay the amount of benefit shown in the Schedule of Compensation if **you** or any partner, director or **employee** while working for **you** in connection with the **childcare activities** sustains accidental **bodily injury** (as detailed in the Schedule of Compensation) directly arising as a result of assault by persons not connected with **your childcare activities** with intent of theft of **all contents** or **money** during the **period of insurance**.

WHAT IS NOT COVERED

Accidental **bodily injury**:

- ❖ to any person whose age is under 16 or more than 69 years at the time of the **bodily injury**
- ❖ consisting solely of illness, disease or disorder
- ❖ to any person whose age is under 16 or more than 80 years at the time of the **bodily injury**
- ❖ sustained outside the **territorial limits**.

SCHEDULE OF COMPENSATION FOR EXTENSION 2 PERSONAL ACCIDENT (ASSAULT)

BENEFITS

Accidental **bodily injury** which within 24 months is the sole cause of:

- | | | |
|---|--|---|
| 1 | death – | The amount of capital benefit shown in the Schedule |
| 2 | permanent total disablement –
being either -)
a) total and permanent loss of use of one or more entire hands or)
feet)
b) total and irrecoverable loss of sight in one or both eyes)
c) permanent total disablement resulting from:) The amount of capital benefit shown in the Schedule
i) total and irrecoverable loss of speech)
ii) total and irrecoverable loss of hearing)
d) permanent total disablement, not resulting from any of a), b) or)
c) above, preventing all gainful employment or occupation) | |
| 3 | temporary total disablement from attending to or engaging in a
substantial and essential part of the persons normal duties in
connection with the childcare activities at the rate per week up to
a maximum of 104 weeks – | The amount of weekly benefit shown in the Schedule |

CLAIMS SETTLEMENT FOR SECTION 4 MONEY

LIMITS - MONEY

The most **we** will pay for any **claim** is:

- for **non-negotiable money** - £250,000
- for **money** other than **non-negotiable money**:

a)	on the premises outside working hours and secured in a locked safe -	the sum insured shown in the Schedule as 'Money Limit in Safe'
b)	on the premises during working hours –) the sum insured shown in the Schedule
c)	in direct transit by you or any authorised employee to a bank –) as 'Money (See Policy wording)'
d)	in a bank night safe –)
e)	at your home or that of an authorised employee –	£1,000
f)	in any other circumstance –	£350
- for misappropriation, deception or false accounting by an **employee** – £500 any one person and £2,000 in any one **period of insurance**.

LIMITS - PERSONAL ACCIDENT (ASSAULT)

We will pay:

The amount of benefit as shown in the Schedule of Compensation for Extension 2.

- Only one of Benefits 1, 2 a), b), c) or d) will be payable for each injured person for any one accident or for the same period of disablement.
- In the event of a **claim** under Benefit 2, this Extension will cease to apply to the injured person.
- If any payment is made under Benefit 3, it shall be deducted from any amount subsequently paid under Benefits 1 or 2.
- Under Benefit 3 **we** may make monthly payments on account.
- **We** will not pay benefits for the same injured person under more than one Section of this Policy for any one occurrence. The Section that provides the greatest benefit will apply.

The injured person will, if required by **us**, submit to a medical examination at **our** expense in connection with any **claim**.

SECTION 5 BUSINESS INTERRUPTION

SPECIAL NOTE:

To the extent that **you** are accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such tax. For the purpose of the definitions to this Section, any adjustment implemented in current cost accounting shall be disregarded.

WHAT IS COVERED

OPTION A – LOSS OF INCOME

We will pay for loss of **income** and **extra expenses** during the **indemnity period** resulting from the **childcare activities** at the **premises** being interrupted or interfered with by **damage** due to:

- any of the insured Events by Sections 1 or 2
- breakage insured by Extension 1 (Glass and Sanitary Fittings) of Section 2

provided that the **damage** is the subject of a valid **claim** agreed by **us** or the insurer (this proviso does not apply where no payment is made solely due to the operation of an **excess**).

The amount payable will be, in respect of:

- a) **loss of income:**
the amount by which the **income** during the **indemnity period** falls short of the **income** during the equivalent period immediately before the date of the **damage**.
This amount may be adjusted to take into account any trends or other factors affecting the **childcare activities**, such as seasonal variation, so that the figures represent as closely as possible, the **income** that would have been achieved if the **damage** had not occurred
- b) **extra expenses:**
the amount of **extra expenses** during the **indemnity period** for the sole purpose of avoiding or diminishing the reduction in **income** in consequence of the **damage** but not exceeding the amount that would otherwise have been payable under a) above.

In calculating the amount payable **we** will take into account:

- any savings during the **indemnity period** of expenses payable out of **income** that cease or are reduced because of the **damage**
- any **income** earned by **you**, or by others on **your** behalf, during the **indemnity period** from conducting the **childcare activities** elsewhere than at the **premises**
- any working expenses which **you** have chosen not to insure as detailed in the Schedule or any endorsement to this Section.

OPTION B - EXTRA EXPENSES

We will pay the amount of **extra expenses** during the **indemnity period** resulting from the **childcare activities** at the **premises** being interrupted or interfered with by **damage** due to:

- any of the insured Events by Sections 1 or 2
- breakage insured by Extension 1 (Glass and Sanitary Fittings) of Section 2

provided that the **damage** is the subject of a valid **claim** agreed by **us** or the insurer.

Period Limitations

The most **we** will pay in respect of the first three months of the **maximum indemnity period** will be one half (1/2) of the sum insured shown in the Schedule and for each succeeding month within the **maximum indemnity period** one-ninth (1/9th) part of the balance remaining of the sum insured after deducting the amount paid in the first three months.

WHAT IS NOT COVERED

Loss:

- ❖ for any period after the **charity** is wound up or whilst it is carried on by a liquidator or receiver, or after it is permanently discontinued
- ❖ due to unnecessary delay on **your** part in repairing or replacing the property.

Extra expenses:

- ❖ for any period after the **childcare activities** is wound up or whilst it is carried on by a liquidator or receiver, or after it is permanently discontinued
- ❖ due to unnecessary delay on **your** part in repairing or replacing the property.

EXTENSIONS TO SECTION 5 BUSINESS INTERRUPTION

Subject otherwise to the terms, exceptions and conditions of this Section.

WHAT IS COVERED

We will pay for loss of:

- **income**
- **extra expenses**

if and as insured by this Section, incurred by **you** during the **indemnity period** as a result of interruption or interference with the **childcare activities** caused, during the **period of insurance**, by:

1 MURDER, SUICIDE OR DISEASE

- an outbreak at the **premises** of any human infectious or contagious disease (but not Acquired Immune Deficiency Syndrome (AIDS) or an AIDS related condition) notifiable to the public health authorities
- murder or suicide at the **premises**
- poisoning caused by food or drink provided at the **premises**
- defective sanitation, pests or vermin resulting in closure of the **premises** by the local Health Authority.

2 BOMB SCARE OR EMERGENCY ACTION

closure of the **premises** by a competent authority due to:

- bomb scare, or
- an emergency that could endanger human life or neighbouring property.

The most **we** will pay is £2,500 for any **claim**.

3 DENIAL OF ACCESS

damage to property in the vicinity of the **premises** due to an insured Event by Sections 1 or 2 which prevents or hinders the use of the **buildings** or access thereto.

4 SUPPLIERS

damage by an insured Event by Sections 1 or 2 at the premises of any of **your** suppliers.

The most **we** will pay is £10,000 for any **claim**.

5 FAILURE OF SUPPLY

accidental failure of supply of:

- electricity, gas, or water services at the terminal point of the supply authority's feed at the **premises**
- telecommunications services following **damage** due to an insured Event by Sections 1 or 2 to telecommunications property of the supplier in the **territorial limits**.

The most **we** will pay is £10,000 for any **claim**.

WHAT IS NOT COVERED

Any:

- ❖ closure of less than 4 hours duration
- ❖ **premises** in Northern Ireland.

Loss resulting from **damage** occurring at:

- ❖ any premises outside the **territorial limits**
- ❖ the premises of any supplier from which **you** obtain electricity, gas, water or telecommunication services.

Any failure caused by the deliberate act of any supply authority or by the exercise of any such authority of its power to withdraw or restrict supply or industrial action.

CLAIMS SETTLEMENT FOR SECTION 5 BUSINESS INTERRUPTION

ACCOUNTANTS CHARGES

Within the overall sum insured, **we** will also pay for professional accountants' charges reasonably incurred by **your** usual professional accountant for producing and certifying any details in **your** accounting records requested by **us** under the terms of this Policy for the purpose of investigating or verifying any **claim**, but this does not include any accountants' charges otherwise incurred by **you** for the preparation of any **claim**.

LIMITS

Unless otherwise stated, the most **we** will pay for any **claim**:

- for reproducing **documents** or **data** under Option B (Extra Expenses) is £5,000 or the sum insured shown in the Schedule, whichever is less
- in total is the sum insured as shown in the Schedule for the cover option under which the **claim** is made.

No **claim** payment will be made under this Section following **damage** to donated **stock** if a valid **claim** payment is made under Section 2 for donated **stock**.

UNDERINSURANCE

If the sum insured shown in the Schedule for:

- Loss of Income is less than the **income**

that would have been earned in the period immediately following the date of the **damage** that corresponds with the **maximum indemnity period**, the amount payable for any **claim** will be proportionately reduced.

SECTION 6 BOOK DEBTS

WHAT IS COVERED

We will pay the:

- difference between **outstanding debit balances** and the total of the amounts received or traced
- additional expenses incurred by **you** with **our** consent in tracing and establishing **outstanding debit balances**

due to **damage** to **your** books of account or other **childcare activities** books or records directly caused by an insured Event by Section 2 and occurring:

- a) at the **premises**
- b) while such books or records are:
 - temporarily removed from the **premises**
 - in the post
 but within the **territorial limits**.

SPECIAL REQUIREMENT FOR SECTION 6 BOOK DEBTS

1 MONTHLY STATEMENT

You are required to keep a record of the total amount outstanding in customers' accounts as at the end of each month and within 30 days of the end of each month deposit this record in premises other than those in which the original records are kept.

CLAIMS SETTLEMENT FOR SECTION 6 BOOK DEBTS

ACCOUNTANTS CHARGES

Within the overall sum insured, **we** will also pay for professional accountants' charges reasonably incurred by **your** usual professional accountant for producing and certifying any details in **your** accounting records requested by **us** under the terms of this Policy for the purpose of investigating or verifying any **claim** but this does not include any accountants' charges otherwise incurred by **you** for the preparation of any **claim**.

LIMITS

The most **we** will pay for any **claim** in total is the sum insured shown in the Schedule.

UNDERINSURANCE

If the sum insured shown in the Schedule is less than the **outstanding debit balances** at the time of the **damage** the amount payable shall be proportionately reduced.

WHAT IS NOT COVERED

Any loss or expense due to:

- ❖ deliberate erasure, distortion or corruption of **data**, information or records
- ❖ a dishonest or fraudulent act by **you**, **your** directors, partners or **employees** or anyone acting on **your** behalf.

We will not pay any **claim** when **you** have failed to comply with the SPECIAL REQUIREMENT for this Section and such failure caused or worsened the loss.

SECTION 7 EMPLOYERS LIABILITY

WHAT IS COVERED

We will pay all amounts which **you** become legally liable to pay as damages and **costs and expenses** for **bodily injury** to any **employee** occurring during the **period of insurance** in connection with the **childcare activities** and occurring:

- in the **territorial limits**
- elsewhere in the world where any **employee** who is normally resident in the **territorial limits** is on a temporary visit in the course of the **childcare activities**.

We will also pay the cost of representation at any Coroner's Inquest, Fatal Accident Inquiry or Court of Summary Jurisdiction incurred with **our** consent.

RIGHT OF RECOVERY

The cover under this Section shall be interpreted as being in accordance with the provisions of any law relating to compulsory insurance of liability to **employees** in the **territorial limits** but **you** shall repay to **us** all sums paid by **us** which **we** would not have been liable to pay but for the provisions of such law.

CERTIFICATE OF EMPLOYERS LIABILITY INSURANCE

If this Section or the Policy is cancelled the Certificate of Employers Liability Insurance issued for this Section is cancelled at the same time.

EXTENSIONS TO SECTION 7 EMPLOYERS LIABILITY

Subject otherwise to the terms, exceptions and conditions of this Section.

WHAT IS COVERED

1 HEALTH AND SAFETY AT WORK

We will pay all amounts which **you** become legally liable to pay for **costs and expenses** in the defence of any criminal proceedings for an offence under:

- the Health and Safety at Work etc. Act 1974
- the Health and Safety at Work (Northern Ireland) Order 1978
- similar safety legislation of the **territorial limits** committed or alleged to have been committed in the course of the **childcare activities** during the **period of insurance**, including **costs and expenses** incurred in an appeal against conviction arising from such proceedings, provided that the proceedings relate to the health, safety or welfare of **employees**.

The most **we** will pay is £500,000 for any **claim**.

2 INDEMNITY TO OTHER PEOPLE, INCLUDING PRINCIPALS

At **your** request **we** will pay all amounts which the following people become legally liable to pay as damages and **costs and expenses** for a claim made against them:

- any partner, director or **employee** of **yours**
- any officer or member of **your** first-aid services
- any partner or director of **yours** in respect of private work carried out for them with **your** prior consent by any **employee**
- any principal, being any person, local or public authority, company or firm, with whom **you** have entered into a contract for work or services, but only in respect of claims arising out of the performance of such work or services by **you**.

Provided:

- **you** would have been entitled to cover under this Section if the **claim** had been made against **you**
- such parties keep to the terms of this Policy insofar as they can apply.

WHAT IS NOT COVERED

Liability:

- ❖ for which compulsory motor insurance or security is required
- ❖ arising in connection with **offshore** activities.

WHAT IS NOT COVERED

Fines or penalties of any kind.

Proceedings consequent upon any deliberate act or omission by:

- ❖ **you** or **your** directors or partners
- ❖ any **employee** responsible for compliance with the legislation.

Legal costs and expenses covered elsewhere in this Policy or by any other policy.

Liability for **bodily injury**.

EXTENSIONS TO SECTION 7 EMPLOYERS LIABILITY continued

WHAT IS COVERED

3 UNSATISFIED COURT JUDGEMENTS

If any **employee** obtains a judgement for damages in respect of **bodily injury** against any company or individual operating from premises within the **territorial limits** and that judgement remains unpaid for more than six months **we** will pay to the **employee**, at **your** request, the amount of any unpaid damages and awarded costs.

Provided:

- the **bodily injury** is caused:
 - a) during the **period of insurance**
 - b) in the course of the **childcare activities**
 - c) in the **territorial limits**
- there is no appeal outstanding
- the judgement being obtained in the first instance under the jurisdiction of a court in the **territorial limits**
- the judgement relates to **bodily injury** which would otherwise be insured by this Section of the policy
- if any payment is made under this Extension the **employee** or his legal personal representatives shall assign the judgement to **us**.

4 COURT ATTENDANCE EXPENSES

We will pay £250 per day if **you**, or any partner, director or **employees** are required to attend court as a witness at **our** request in connection with a **claim** for which cover is provided under this Section.

WHAT IS NOT COVERED

CLAIMS SETTLEMENT FOR SECTION 7 EMPLOYERS LIABILITY

LIMITS

The most **we** will pay for any **claim**, including **costs and expenses**, unless otherwise stated is:

- £5,000,000 in respect of liability directly or indirectly caused by, resulting from or in connection with any act of **terrorism**. If **we** allege that by reason of this limitation any liability for damages and **costs and expenses** is covered only up to a specified limit of liability the burden of proving the contrary shall be upon **you**
- the Indemnity Limit shown in the Schedule.

SECTION 8 PUBLIC AND PRODUCTS LIABILITY

WHAT IS COVERED

We will pay all amounts which **you** become legally liable to pay as damages and **costs and expenses** for accidental:

- **bodily injury** to any person
- **damage** to material property
- obstruction, trespass, nuisance or interference with any right of way, air, light, water or other easement

occurring during the **period of insurance** in connection with the **childcare activities** and:

- a) happening at the **premises**
- b) any of the following activities that are undertaken as part of **childcare activities** and happening away from the **premises**
 - i. within the **territorial limits** and not otherwise excluded:
 - bazaars, jumble sales, coffee mornings, exhibitions, fetes and flag days
 - any other fund-raising events (which **you** have notified to **us** and **we** have agreed in writing)
 - excursions and trips organised by **you**
 - clerical work
 - ii. clerical work by any **employee**, director, partner or member, who is normally resident within the **territorial limits**, while on temporary visits outside the **territorial limits**
- c) happening anywhere in the World (other than within the United States of America or Canada) and caused by **products**.

We will also pay the cost of representation at any Coroner's Inquest, Fatal Accident Inquiry or Court of Summary Jurisdiction incurred with **our** consent.

WHAT IS NOT COVERED

The amount of **excess** shown in the Schedule in respect of each **claim** for **damage** to material property.

Liability arising directly or indirectly from any:

- ❖ activity involving abseiling, aqua-lung diving, elastic rope sports or activities, flying (except as a fare-paying passenger), hang-gliding, horse riding, hunting, martial arts, motor-cycling, mountaineering, cliff or rock climbing, parachuting, polo, pot-holing, professional sport of any kind, racing (except on foot), water sports (except swimming) and winter sports.
- ❖ error or omission in the provision of professional services
- ❖ treatment of any kind (other than first aid)
- ❖ libel, slander, defamation or plagiarism.
- ❖ **bodily injury** to any **employee** arising out of and in the course of the **childcare activities**
- ❖ ownership repair or maintenance of **buildings** that **you** own, its land and adjacent grounds
- ❖ **damage** to property:
 - a) or any part on which **you** or any **employee** is or has been working where the **damage** results from such work
 - b) belonging to **you** or held in trust by **you** or borrowed, rented, leased or hired for use by **you** other than personal property (including vehicles and contents) of **your** visitors, partners, directors or **employees**
- ❖ counselling, advice, design, formula or specification whether given for a fee or not
- ❖ medical, surgical, dental, pharmaceutical or therapeutic **products**
- ❖ **damage** to or the costs of recall, replacement, alteration, repair or reinstatement of any **products** or contract work executed by **you** which is caused by a defect or its unsuitability for its intended purpose
- ❖ **products**:
 - a) exported to
 - b) sold, supplied or worked upon by **you**, or by others for **you**, from within the United States of America or Canada
- ❖ ownership, possession or use by **you** or on **your** behalf, or by any person entitled to cover under this Section, of any:
 - a) watercraft (other than hand propelled) and craft designed to travel through air or space
 - b) mechanically propelled vehicles for which compulsory motor insurance or security is required other than for:
 - loading and unloading
 - the use of plant at any of **your** premises unless cover is provided by any other policy
- ❖ an agreement unless liability would have existed without the agreement.
- ❖ mining, processing, manufacturing, removing, handling, disposing of, treatment of, distributing or storing of **asbestos**. However, this shall not apply where removing, handling or disposing of **asbestos** does not form part of **your** usual **childcare activities** or any contract work undertaken and
 - a) **you** have complied with any legal obligations to manage **asbestos** and
 - b) any discovery of **asbestos** by **you** is unintentional and accidental and
 - c) where, upon discovery of **asbestos**, all work immediately stops and
 - d) a HSE licensed asbestos removal contractor is employed
 - to make safe the area in which the discovery is made as soon as is practicable and
 - who has Employers' and Public Liability insurance in force which provides limits of indemnity no less than those provided by **your** policies and which do not exclude the work to be carried out
- ❖ fears of the consequences of exposure to, or inhalation of **asbestos**.

The costs of remedying any defect or alleged defect in premises which **you** have disposed of.

(Continued on next page)

SECTION 8 PUBLIC AND PRODUCTS LIABILITY continued

SPECIAL REQUIREMENTS FOR SECTION 8 PUBLIC AND PRODUCTS LIABILITY

(Continued)

Fines or penalties.

Punitive, exemplary, aggravated or multiplied damages.

Liquidated damages.

Any compensation awarded by a court of criminal jurisdiction.

We will not pay any **claim** when **you** have failed to comply with the SPECIAL REQUIREMENTS for this Section and such failure caused or worsened the liability.

You are required:

1 USE OF BOUNCY CASTLES

if **you** use any bouncy castle, to ensure that it is:

- supervised by responsible **employees** at all times when in use
- not used by children under 2 years old
- restricted to use by age group (age groups 2 to 5, 6 to 12 and over 12 years must not be mixed).

2 PROTECTION POLICY FOR GROUPS WORKING WITH YOUNG PEOPLE OR VULNERABLE ADULTS

to ensure that:

- **your** written protection policy for young people and vulnerable adults is fully complied with at all times
- where it has been disclosed to **us** that **you** have no written protection policy, the safety measures otherwise declared to and accepted by **us** have been fully complied with at all times.

EXTENSIONS TO SECTION 8 PUBLIC AND PRODUCTS LIABILITY

Subject otherwise to the terms, exceptions and conditions of this Section.

WHAT IS COVERED

1 HEALTH AND SAFETY AT WORK

We will pay all amounts which **you** become legally liable to pay for **costs and expenses** in the defence of any criminal proceedings for an offence under:

- the Health and Safety at Work etc. Act 1974
- the Health and Safety at Work (Northern Ireland) Order 1978
- similar safety legislation of the **territorial limits** committed or alleged to have been committed in the course of the **childcare activities** during the **period of insurance**, including **costs and expenses** incurred in an appeal against conviction arising from such proceedings, provided that the proceedings relate to the health, safety or welfare of persons other than **employees**.

The most **we** will pay is £500,000 for any **claim**.

2 INDEMNITY TO OTHER PEOPLE, INCLUDING PRINCIPALS

At **your** request **we** will pay all amounts which the following people become legally liable to pay as damages and **costs and expenses** for a claim against them:

- any partner, director or **employee**
- any member
- any officer or member of **your** first-aid services
- any partner or director of the **childcare activities** in respect of private work carried out by any **employee**
- any principal, being any person, local or public authority, company or firm, with whom **you** have entered into a contract for work or services, but only in respect of claims arising out of the performance of such work or services by **you**

Provided:

- **you** would have been entitled to cover under this Section if the claim had been made against **you**
- such parties keep to the terms of this Policy insofar as they can apply.

3 CROSS LIABILITIES

If more than one party is named in the Schedule as the **insured we** will deal with any **claim** as though a separate policy had been issued to each of them.

WHAT IS NOT COVERED

Fines or penalties of any kind.

Proceedings consequent upon any deliberate act or omission by:

- ❖ **you** or **your** directors or partners
 - ❖ any **employee** responsible for compliance with the legislation.
- Legal costs and expenses covered elsewhere in this Policy or by any other policy.
Liability for **bodily injury** or **damage** to property.

EXTENSIONS TO SECTION 8 PUBLIC AND PRODUCTS LIABILITY continued

WHAT IS COVERED

4 HIRED OR RENTED BUILDINGS

Where **you** are legally liable to pay for **damage** to property at premises borrowed, rented, leased or hired for use by **you** for the **childcare activities**, the cover provided under this Section extends to include **your** legal liability for such **damage**.

5 MOTOR CONTINGENT LIABILITY

We will pay all amounts which **you** become legally liable to pay as damages and **costs and expenses** for accidental **bodily injury** or **damage** arising out of the use by any **employee** of any motor vehicle in connection with the **childcare activities**.

6 CONSUMER PROTECTION

We will pay all amounts which **you** become legally liable to pay for **costs and expenses** in the defence of any criminal proceedings brought in respect of a breach of Part II of the Consumer Protection Act 1987 or in an appeal against conviction arising from such proceedings, provided that the proceedings relate to an offence alleged to have been committed during the **period of insurance** and in the course of the **childcare activities** and are brought in the **territorial limits**.

The most **we** will pay is £500,000 for any **claim**.

7 COURT ATTENDANCE EXPENSES

We will pay £250 per day if **you**, or any partner, director or **employee**, are required to attend court as a witness at **our** request in connection with a **claim** for which insurance is provided under this Section.

8 WRONGFUL ARREST

We will pay all amounts which **you** become legally liable to pay as damages and **costs and expenses** for any charge of:

- wrongful arrest
- malicious prosecution
- false imprisonment
- defamation of or assault on any person

made against **you** in respect of any allegation of theft or other improper conduct occurring during the **period of insurance** in connection with the **childcare activities** and happening in the **territorial limits**.

The most **we** will pay is £10,000 for all **claims** in any one **period of insurance**.

9 FOOD SAFETY ACT

We will pay all amounts which **you** become legally liable to pay for **costs and expenses** in the defence of any criminal proceedings brought in respect of a breach of The Food Safety Act 1990 or in an appeal against conviction arising from such proceedings, provided that the proceedings relate to an offence alleged to have been committed during the **period of insurance** and in the course of the **childcare activities** and are brought in the **territorial limits**.

The most **we** will pay is £500,000 for any **claim**.

WHAT IS NOT COVERED

£250 **excess** other than for **claims** caused by fire or explosion.

Liability:

- ❖ arising from an agreement unless liability would have existed without the agreement
- ❖ otherwise excluded under this Section apart from property borrowed, rented, leased or hired for use by **you**
- ❖ where **you** are required to insure, or pay for the insurance of, the property **damaged**.

Liability arising from:

- ❖ **damage** to any such vehicle or its contents
- ❖ any vehicle provided by **you**
- ❖ any vehicle driven by **you**
- ❖ any vehicle driven by a person who to **your** knowledge does not hold a licence to drive such a vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
- ❖ participation in racing, pace making, reliability trials or speed testing.

Liability:

- ❖ to the drivers or owners of such motor vehicles
- ❖ arising outside the **territorial limits**
- ❖ covered by any other policy.

Fines or penalties.

Punitive, exemplary, aggravated or multiplied damages.

Liquidated damages.

Fines or penalties of any kind.

Proceedings consequent upon any deliberate act or omission by **you**, any director or partner of the **childcare activities** or any **employee** responsible for compliance with the legislation.

Legal costs and expenses covered elsewhere in this Policy or by any other policy.

Liability for **bodily injury** or **damage** to property.

Claims by any **employee**

Fines or penalties.

Punitive, exemplary, aggravated or multiplied damages.

Liquidated damages.

Fines or penalties of any kind.

Proceedings consequent upon any deliberate act or omission by **you**, any director or partner of the **childcare activities** or any **employee** responsible for compliance with the legislation.

Legal costs, expenses, reimbursements or charges:

- ❖ covered elsewhere in this Policy or by any other policy
- ❖ arising from an order made under Section 9 of the Food Safety Act
- ❖ resulting from any regulation under Section 45 of the Food Safety Act.

Liability for **bodily injury** or **damage** to property.

EXTENSIONS TO SECTION 8 PUBLIC AND PRODUCTS LIABILITY continued

WHAT IS COVERED

10 ADMINISTRATION OF DRUGS

We will pay all amounts which **you** become legally liable to pay as damages and **costs and expenses** for accidental **bodily injury** or **damage** to material property caused by (or alleged to be caused by) error or omission in the administration of drugs by named **employees** in the course of **childcare activities** during the **period of insurance**.

We will not pay any **claim** under this extension unless the following actions are effected and maintained throughout each **period of insurance**:

- **you** must record in writing the names:
 - and medical details of all persons to whom drugs are being or will be administered
 - of all **employees** who are authorised to administer such drugs
- the named **employee(s)** who have agreed to administer drugs must have received the necessary instructions and/or training from the medical practitioner of the person receiving the drugs
- **you** must not allow the parents, guardians or other personal legal representative of:
 - children under 16 years old
 - any other person who does not retain their own personal legal responsibility
 to leave their child or charge with **you** when there is no named **employee**, able to administer the drugs to the child or charge, in attendance continuously whilst the child or charge is under **your** care
- the persons to whom drugs are to be administered (or their parents, guardians or other personal legal representative) must confirm beforehand in the required written format to **you** their agreement to the administration of such drugs by the named **employee(s)**.

The most **we** will pay for all **claims**, including **costs and expenses**, in any one **period of insurance** is £1,000,000.

WHAT IS NOT COVERED

CLAIMS SETTLEMENT FOR SECTION 8 PUBLIC AND PRODUCTS LIABILITY

LIMITS

Unless otherwise stated, the most **we** will pay for:

- for all **claims**, including **costs and expenses**, in any one **period of insurance** caused by **products**
- for all **claims**, including **costs and expenses**, in any one **period of insurance** arising from pollution or contamination
- any **claim**, including **costs and expenses**, for liability other than relating to **products** or pollution or contamination
- any **claim**, including **costs and expenses**, under Cross Liabilities (Extension 3) in total to all parties

is the Indemnity Limit shown in the Schedule.

SECTION 9 PROFESSIONAL INDEMNITY

WHAT IS COVERED

We will pay for any **claim made** for damages and **costs and expenses** which **you** become legally liable to pay arising from any **professional indemnity wrongful act**.

WHAT IS NOT COVERED

The amount of **excess** shown in the Schedule.

Liability directly or indirectly arising from:

- ❖ any **bodily injury** to any person or **damage** to, or loss of use of, any tangible property
- ❖ any **bodily injury** sustained by an **employee**
- ❖ **medical malpractice**
- ❖ pollution, contamination or seepage
- ❖ goods sold, supplied, recalled, repaired, altered, manufactured, installed or maintained by **you**
- ❖ the consequences of any circumstances known to **you** at the commencement of this cover which may give rise to a **claim**
- ❖ any **professional indemnity wrongful act** committed by a **trustee** or **employee** of an organisation which has merged with the **policyholder** when the **professional indemnity wrongful act** giving rise to any **claim** was committed prior to the merger
- ❖ damages and **costs and expenses** covered elsewhere in this Policy or by any other policy or indemnity
- ❖ an agreement unless liability would have existed without the agreement
- ❖ **your** operation, administration or management of a pension, retirement, superannuation, profit share or any other employee benefit scheme or programme
- ❖ any investment, sale or purchase of shares, securities or stocks or direct advice on the investment of client funds, including breach of regulations or misuse of information relating to them
- ❖ any dishonest, fraudulent, wilful, reckless, criminal or malicious act, conduct or omission committed by or condoned by a **trustee**
- ❖ any indirect or consequential loss including but not limited to lost profit, remuneration, or trading losses arising from actual or alleged over-charging or improper receipt of fees
- ❖ any legal proceedings against **you** initiated by or on behalf of any **trustee** of the **policyholder**, or any other person or entity with a financial, managerial or executive interest in the **policyholder**
- ❖ any libel, slander or defamation resulting from printer's errors
- ❖ any libel, slander or defamation which **you** knew or ought to have known was defamatory
- ❖ any breach of any obligation to any former, present or prospective **employee** for any kind of employment related dispute
- ❖ any trading losses, liabilities or debts incurred by **you**
- ❖ any market trends or fluctuations over which **you** have no control
- ❖ resulting from **your** involvement in a joint venture or consortia
- ❖ any failure or omission to effect insurance or maintain adequate insurance, or failure or omission to comply with the terms and conditions of such insurance
- ❖ any legal action or investigation brought or commenced in any court of law or other tribunal outside of the **territorial limits** or is brought or commenced within the **territorial limits** to enforce an award or judgement outside the **territorial limits** by reciprocal agreement or otherwise
- ❖ mining, processing, manufacturing, removing, handling, disposing of, treatment of, distributing or storing of **asbestos**. However, this shall not apply where removing, handling or disposing of **asbestos** does not form part of **your** usual **childcare activities** or any contract work undertaken and
 - a) **you** have complied with any legal obligations to manage **asbestos** and
 - b) any discovery of **asbestos** by **you** is unintentional and accidental and
 - c) where, upon discovery of **asbestos**, all work immediately stops and
 - d) a HSE licensed asbestos removal contractor is employed:
 - to make safe the area in which the discovery is made as soon as is practicable and
 - who has Employers' and Public Liability insurance in force which provides limits of indemnity no less than those provided by **your** policies and which do not exclude the work to be carried out.
- ❖ fears of the consequences of exposure to, or inhalation of **asbestos**.

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SECTION 9 PROFESSIONAL INDEMNITY

WHAT IS COVERED

WHAT IS NOT COVERED

(Continued)

Fines, penalties or punitive, exemplary, aggravated or multiplied damages,

Liquidated damages.

Liability where the **date of occurrence** is prior to the retroactive date (if applicable) stated on the Schedule.

CLAIMS SETTLEMENT FOR SECTION 9 PROFESSIONAL INDEMNITY

LIMITS

The most **we** will pay for all **claims made**, including **costs and expenses**, in any one **period of insurance** is the Indemnity Limit shown in the Schedule.

SECTION 10 PROPERTY OWNERS LIABILITY

WHAT IS COVERED

We will pay all amounts which **you** become legally liable to pay as damages and **costs and expenses** for accidental:

- **bodily injury** to any person
- **damage** to material property occurring during the **period of insurance** and arising:
 - from **your** ownership of:
 - the **buildings**
 - the land on which the **buildings** that **you** own stand
 - any grounds adjacent to, belonging to and used in connection with the **buildings** that **you** own
 - **your** inspection, security, repair and maintenance of the **buildings** that **you** own, its land and adjacent grounds
 - under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises Act (Northern Ireland) Order 1975 in connection with any premises which have been disposed of by **you** and which were occupied by **you** for **the childcare activities**.

WHAT IS NOT COVERED

The amount of **excess** shown in the Schedule in respect of each **claim** for **damage** to material property.

Liability arising directly or indirectly from:

- ❖ an agreement unless liability would have existed without the agreement
- ❖ **damage** to property belonging to **you** or held in trust by **you** or in **your** custody or control
- ❖ occupation of the **premises**
- ❖ accidental **bodily injury** to any **employee**.
- ❖ mining, processing, manufacturing, removing, handling, disposing of, treatment of, distributing or storing of **asbestos**. However, this shall not apply where removing, handling or disposing of **asbestos** does not form part of **your** usual **childcare activities** or any contract work undertaken and
 - a) **you** have complied with any legal obligations to manage **asbestos** and
 - b) any discovery of **asbestos** by **you** is unintentional and accidental and
 - c) where, upon discovery of **asbestos**, all work immediately stops and
 - d) a HSE licensed asbestos removal contractor is employed:
 - to make safe the area in which the discovery is made as soon as is practicable and
 - who has Employers' and Public Liability insurance in force which provides Limits of Indemnity no less than those provided by **your** policies and which do not exclude the work to be carried out
- ❖ fears of the consequences of exposure to, or inhalation of **asbestos**

Liability for:

- ❖ costs of remedying any **damage** or defect in premises disposed of
- ❖ fines, penalties or punitive, exemplary, aggravated or multiplied damages.
- ❖ liquidated damages.
- ❖ which **you** are entitled to indemnity from any other policy or source.

We will not pay any **claim** when **you** have failed to comply with the SPECIAL REQUIREMENT for this Section and such failure caused or worsened the liability.

SPECIAL REQUIREMENT FOR SECTION 10 PROPERTY OWNERS LIABILITY

1 ESCALATOR OR LIFT INSPECTION

In respect of any escalator or lift at the **premises**, **you** are required where **you** are responsible, throughout each **period of insurance**, to:

- ensure that a qualified engineer carries out inspection at the required intervals under any relevant legislation or regulations and in any event not less than once every year, and
- comply promptly with any requirements resulting from any such inspection.

CLAIMS SETTLEMENT FOR SECTION 10 PROPERTY OWNERS LIABILITY

LIMITS

The most **we** will pay for any **claim** is the Indemnity Limit shown in the Schedule including **costs and expenses**.

SECTION 11 REFRIGERATED CONTENTS

WHAT IS COVERED

We will pay for **damage** to the contents, belonging to **you** or for which **you** are responsible, of refrigeration units:

- used in connection with the **childcare activities**
- at the **premises**

caused by:

- a) a rise or fall in temperature in such unit
- b) escape of refrigerant.

WHAT IS NOT COVERED

The amount of **excess** shown in the Schedule.

Damage to contents:

- ❖ resulting from any deliberate act or wilful neglect by **you** or any **employee**
- ❖ caused by a deliberate act of the power supplier
- ❖ owned in a personal capacity by an individual **insured** and held for their personal consumption
- ❖ in any refrigeration unit over 10 years old that is not currently under an annual (or more regular) maintenance contract with the manufacturer or independent refrigeration engineers.

CLAIMS SETTLEMENT FOR SECTION 11 REFRIGERATED CONTENTS

We will, at **our** option, pay the cost of replacement, or make a cash payment, for the value of the contents at the date of the **damage**.

LIMITS

The most **we** will pay for any **claim** is the:

- Limit any one Unit and
- Total Sum Insured

shown in the Schedule at the date of the **damage**.

SECTION 12 PERSONAL ACCIDENT

WHAT IS COVERED

We will pay the amount of Benefit shown in the Schedule if **you** or any partner, director or **employee** while working for **you** in connection with the **childcare activities** sustains accidental **bodily injury** caused by external violent and visible means during the **period of insurance** which within 24 months is the sole cause of death or disablement as defined in the Schedule of Compensation.

WHAT IS NOT COVERED

Accidental **bodily injury**:

- ❖ consisting solely of illness, disease or disorder
- ❖ to any person whose age is under 16 or more than 69 years at the time of the **bodily injury**
- ❖ sustained outside the **territorial limits**
- ❖ arising directly or indirectly from Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related condition
- ❖ caused by **you**
 - a) engaging in abseiling, aqua-lung diving, boxing, cliff or rock climbing, earth balling, elastic rope sports or activities, firework displays, flying (except as a fare-paying passenger), football, hang-gliding, horse riding, hunting, martial arts, motor-cycling, motor-scooter, mountaineering, parachuting, polo, pot-holing, professional sport of any kind; racing (except on foot); rugby; water activities (except swimming), winter sports (including dry-slope skiing) and wrestling
 - b) committing or attempting to commit suicide or any act of intentional self-injury or deliberate exposure to danger except in an attempt to save human life
 - c) being under the influence of intoxicants or drugs unless under medical supervision
 - d) being pregnant or giving birth
- ❖ resulting from any accident in connection with:
 - a) powered woodworking machinery other than portable hand tools
 - b) the use of scaffolding, other than tower scaffolding, unless professionally erected
 - c) tree felling and the lopping and topping of trees except such work as is within the scope of the ordinary jobbing gardener.

SCHEDULE OF COMPENSATION FOR SECTION 12 PERSONAL ACCIDENT

	BENEFITS
	The amount shown in the Schedule as:
1 death –	‘Death Benefit’
2 permanent total disablement, being either -	
a) total and permanent loss of use of one or more entire hands or feet)
b) total and irrecoverable loss of sight in one or both eyes)
c) permanent total disablement resulting from total and irrecoverable loss of:)
i) speech)
ii) hearing) ‘Permanent Total Disablement Benefit’
d) permanent total disablement, not resulting from any of a), b) or c) above, preventing all gainful employment or occupation)
)
3 temporary total disablement from all gainful employment or occupation or from carrying out all voluntary duties for you at the rate per week up to a maximum of 104 weeks -) ‘Temporary Total Disablement Benefit’

CLAIMS SETTLEMENT FOR SECTION 12 PERSONAL ACCIDENT

LIMITS

We will pay the amount of benefit as shown in the Schedule to the injured person or their legal personal representative.

- Only one of Benefits 1, 2 a), b), c) or d) will be payable for the injured person for any one accident or for the same period of disablement.
- In the event of a **claim** under Benefit 2 the Policy will cease to apply to the injured person concerned.
- If any payment is made under Benefit 3, it shall be deducted from any amount subsequently paid under Benefits 1 or 2.
- Under Benefit 3 **we** may make monthly payments on account.
- **We** will not pay benefits for the same injured person under more than one Section of this Policy for any one occurrence. The Section that provides the greatest benefit will apply.

The injured person will, if required by **us**, submit to a medical examination at **our** expense in connection with any **claim**.

SECTION 13 TRUSTEES INDEMNITY

WHAT IS COVERED

We will pay all amounts for any **claim made** which:

- a) a **trustee** becomes legally liable to pay as damages and **costs and expenses** arising from any **wrongful act**
- b) would be covered under a) above but which the **policyholder** becomes legally liable or obliged to pay to indemnify the **trustee** by reason of any indemnity clause in **your** governing documents arising from any **wrongful act**
- c) the **policyholder** becomes legally liable to pay as damages and **costs and expenses** arising from any **wrongful act**. This cover does not apply where the **policyholder** is an unincorporated association and indemnity is claimed under a) above.

WHAT IS NOT COVERED

The amount of **excess** shown in the Schedule.

Any **claim made** for loss directly or indirectly arising from:

- ❖ damages and **costs and expenses** covered elsewhere in this Policy or by any other policy or indemnity
- ❖ an agreement unless liability would have existed without the agreement
- ❖ goods sold, supplied, recalled, repaired, altered, manufactured, installed or maintained by **you**
- ❖ any **bodily injury** to any person
- ❖ **damage** or the loss of use of any tangible property
- ❖ any **trustee** acting in the capacity as a trustee or administrator of a pension, retirement, superannuation, profit share or any other employee benefit scheme or programme
- ❖ any legal proceedings initiated by or on behalf of any **trustee** of the **policyholder** or any other person or entity with a financial, managerial or executive interest in the **policyholder**
- ❖ pollution, contamination or seepage
- ❖ any libel, slander or defamation resulting from printer's errors
- ❖ any actual or alleged breach of statutory employment regulation, discrimination, harassment, retaliatory treatment or breach of any obligation to any former, present or prospective **employee**
- ❖ any failure or omission to effect insurance or maintain adequate insurance, or failure or omission to comply with the terms and conditions of such insurance
- ❖ any infringement of intellectual property rights, copyright, patent, trademark, moral rights, database rights or design, or act of passing-off
- ❖ any **trustee** acting in any capacity as external auditor, liquidator, receiver, administrator or administrative receiver
- ❖ any provision of advice, design, formula, specification or other **professional service**
- ❖ any breach of professional duty owed
- ❖ **medical malpractice**
- ❖ any trading losses, liabilities or debts
- ❖ any market trends or fluctuations
- ❖ or resulting from the **policyholder** involvement in a joint venture or consortia, other than where the **claim** arises from the **wrongful act** of a **trustee** of the **policyholder** employed by the joint venture or consortia at **your** request
- ❖ any legal action or investigation brought or commenced in any court of law or other tribunal outside of the **territorial limits** or is brought or commenced within the **territorial limits** to enforce an award or judgement outside the **territorial limits** whether by reciprocal agreement or otherwise
- ❖ any **wrongful act** committed by a **trustee** of an organisation or company which has merged with the **policyholder** when the **wrongful act** giving rise to the **claim** occurred prior to the merger
- ❖ mining, processing, manufacturing, removing, handling, disposing of, treatment of, distributing or storing of **asbestos**. However, this shall not apply where removing, handling or disposing of **asbestos** does not form part of **your** usual **childcare activities** or any contract work undertaken and
 - a) **you** have complied with any legal obligations to manage **asbestos** and
 - b) any discovery of **asbestos** by **you** is unintentional and accidental and
 - c) where, upon discovery of **asbestos**, all work immediately stops and
 - d) a HSE licensed asbestos removal contractor is employed:
 - to make safe the area in which the discovery is made as soon as is practicable and
 - who has Employers' and Public Liability insurance in force which provides Limits of Indemnity no less than those provided by **your** policies and which do not exclude the work to be carried out
- ❖ fears of the consequences of exposure to, or inhalation of **asbestos**.

Fines, penalties or punitive, exemplary, aggravated or multiplied damages.

Liquidated damages.

(Continued on next page)

SECTION 13 TRUSTEES INDEMNITY continued

WHAT IS COVERED

WHAT IS NOT COVERED

(Continued)

Indemnity to any **trustee** for their liability for any **claim made** for loss directly or indirectly arising from:

- ❖ the consequences of any circumstances known to that **trustee** at the commencement of this cover which may have given rise to a **claim made**
- ❖ that **trustee** receiving any remuneration, profit or advantage to which they were not legally entitled
- ❖ any actual dishonest, fraudulent, wilful, reckless, criminal or malicious act, conduct or omission of that **trustee**
- ❖ any **wrongful act** which that **trustee** knew to be a **wrongful act** or which was committed by that **trustee** in reckless disregard of whether it was a **wrongful act** or not
- ❖ any libel, slander or defamation which that **trustee** knew, or ought to have known was defamatory.

EXTENSION TO SECTION 13 TRUSTEES INDEMNITY

Subject otherwise to the terms, exceptions and conditions of this Section.

1 INVESTIGATION COSTS

We will pay all reasonable representation costs which are incurred by the **policyholder** or any **trustee** for any investigation, constituted hearing, tribunal or proceedings instigated by the Charity Commission or other regulatory body.

The most **we** will pay is £100,000 in any one **period of insurance**.

Costs covered elsewhere in this Policy or by any other policy.

CLAIMS SETTLEMENT FOR SECTION 13 TRUSTEES INDEMNITY

LIMITS

The most **we** will pay for all **claims made** (including those under Extension 1) in any one **period of insurance**, including **costs and expenses**, is the Indemnity Limit shown in the Schedule in total to all parties.

SECTION 14 LEGAL EXPENSES

SPECIAL NOTES

The cover under this Section has been arranged by **us** in conjunction with DAS Legal Expenses Insurance Company Limited (**DAS**). **DAS** is authorised and regulated by the Financial Services Authority (Register number 202106) and is a member of the Association of British Insurers.

We are responsible for paying any claims under this Policy but **DAS** manage all claims matters and correspondence on **our** behalf. Please take extra care in following the procedures under Employment Compensation Awards cover (**insured incident 1(b)**).

MAKING A CLAIM

Please refer to separate guidance notes (see index at the front of this Policy for the page number).

WHAT IS COVERED

We agree to cover the **insured person** for any **insured incident** detailed below arising in connection with the **childcare activities** as long as:

- the **date of occurrence** of the **insured incident** happens during the **period of insurance** and within the **territorial limits**; and
- any legal proceedings are dealt with by a court, or other body which **DAS** agree to, in the **territorial limits**; and
- in civil claims it is always more likely than not that an **insured person** will recover damages (or obtain any other legal remedy which **DAS** have agreed to) or make a successful defence.

For all **insured incidents**, **DAS** will help in appealing or defending an appeal as long as the **insured person** tells **DAS** within the time limits allowed that they want **DAS** to appeal. Before **we** pay any **costs and expenses** for appeals, **DAS** must agree that it is always more likely than not that the appeal will be successful.

If an **appointed representative** is used, **we** will pay the **costs and expenses** incurred for this.

We will pay Compensation Awards that **DAS** have agreed to.

INSURED INCIDENT:

1. EMPLOYMENT DISPUTES AND COMPENSATION AWARDS

a) EMPLOYMENT DISPUTES

DAS will defend **the policyholder's** legal rights:

- prior to the issue of legal proceedings in a court or tribunal following the dismissal of an employee; or
- in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme; or
- in legal proceedings in respect of any dispute with
 - a) an **employee** or **ex-employee** or a trade union acting on behalf of an **employee** or **ex-employee** which arises out of, or relates to, a contract of employment with **the policyholder**; or
 - b) an **employee**, prospective employee or **ex-employee** arising from an alleged breach of their statutory rights under employment legislation.

WHAT IS NOT COVERED

All **insured incidents** do not cover:

- ❖ any claim reported to **DAS** more than 180 days after the date the **insured person** should have known about the **insured incident**.
- ❖ **costs and expenses** incurred before the written acceptance of a claim by **DAS**.
- ❖ fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority other than compensation awards as covered under **insured incidents 1(b) Compensation Awards and 2 Legal Defence**.
- ❖ any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
- ❖ any claim relating to franchise rights, or agency rights where **the policyholder** has the legal capacity to alter the legal relations of another.
- ❖ any **insured incident** deliberately or intentionally caused by an **insured person**.
- ❖ any dispute with **DAS** not otherwise dealt with under Condition 7 of this Section.
- ❖ any claim relating to a shareholding or partnership share in the **policyholder** unless such shareholding was acquired under a scheme open to all **employees** of the **policyholder** or a substantial number of them of a certain minimum grade other than the directors or partners of **the policyholder**.
- ❖ judicial review.
- ❖ legal action an **insured person** takes which **DAS** or the **appointed representative** have not agreed to or where the **insured person** does anything that hinders **DAS** or the **appointed representative**.
- ❖ when either at the commencement of or during the course of a claim, **the policyholder** is bankrupt or has filed a bankruptcy petition or winding-up petition, or has made an arrangement with its creditors, or has entered into a deed or arrangement or is in liquidation or part or all of its affairs or property are in the care or control of a receiver or administrator.
- ❖ any claim relating to any non-contracting party's right to enforce all or any part of this section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this Section.

The following are not covered in respect of the **insured incident** against which they appear:

Any:

- ❖ claim in respect of damages for personal injury or **damage** to property.
- ❖ claim arising from or relating to any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005.

SECTION 14 LEGAL EXPENSES continued

WHAT IS COVERED

b) COMPENSATION AWARDS

We will pay:

- any basic and compensatory award; and/or
- an order for compensation following a breach of the **policyholder's** statutory duties under employment legislation

in respect of a claim **we** have accepted under **insured incident** 1(a).

Provided that

- In cases relating to performance and/or conduct, the **policyholder** has throughout the employment dispute either:
 - a) followed the ACAS Code of Disciplinary Practice and Procedures in Employment as prepared by the Advisory Conciliation and Arbitration Service; or
 - b) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
 - c) sought and followed advice from **DAS'** legal advice service
- For an order of compensation following the **policyholder's** breach of statutory duty under employment legislation the **policyholder** has at all times sought and followed advice from **DAS'** legal advice service since the date when the **policyholder** should have known about the employment dispute.
- For any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, the **policyholder** has sought and followed advice from **DAS'** Claims Department prior to serving notice of redundancy.
- The compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by **DAS**.
- the most **we** will pay for compensation awards shall not exceed £1,000,000 in total in any one **period of insurance**.

c) SERVICE OCCUPANCY

DAS will negotiate for the **policyholder's** legal rights against an **employee** or ex-**employee** to recover possession of premises owned by, or for which the **policyholder** is responsible.

2. LEGAL DEFENCE

At the **policyholder's** request

- **DAS** will defend the **insured person's** legal rights:
 - a) prior to the issue of legal proceedings when dealing with the
 - Police
 - Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer
 where it is alleged that the **insured person** has or may have committed a criminal offence; or
 - b) following an event which leads to the **insured person** being prosecuted in a court of criminal jurisdiction; or
 - c) if civil action is taken against the **insured person** for compensation under section 13 of the Data Protection Act 1998. **DAS** will also pay any compensation award made against the **insured person** under section 13 of the Data Protection Act 1998.
- **DAS** will defend the **policyholder's** legal rights following civil action taken against the **policyholder** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**.
- **DAS** will defend the **insured person's** (other than the **policyholder's**) legal rights if:
 - a) an event arising from the **childcare activities** leads to civil action being taken against them under legislation for unlawful discrimination on the grounds of sex, sexual orientation, race, disability, age, religious belief or political opinion; or
 - b) civil action is taken against them as a trustee of a pension fund set up for the benefit of the **policyholder's employees**.
- **DAS** will represent the **insured person** in appealing against the imposition or terms of any Statutory Notice issued under legislation affecting the **policyholder**.
- **DAS** will represent the **policyholder** in appealing against the refusal of the Information Commissioner to register the **policyholder's** application for registration.

WHAT IS NOT COVERED

Any:

- ❖ compensation award relating to the following:
 - trade union activities, trade union membership or non-membership;
 - pregnancy or maternity rights;
 - health and safety related dismissals brought under section 44 of the Employment Rights Act 1996;
 - statutory rights in relation to trustees of occupational pension schemes;
 - statutory rights in relation to Sunday shop and betting work.
- ❖ non-payment of money due under the relevant contract of employment or statutory provision relating thereto.
- ❖ award ordered as a result of a breach of statutory rights in relation to the provision of relevant records to **employees** under the National Minimum Wage Laws.
- ❖ compensation award or increase in compensation award ordered by the tribunal for failure to comply with a recommendation it has made, including non-compliance with a reinstatement or re-engagement order.

Any claim relating to defending the **policyholder's** legal rights other than defending a counter-claim.

Any claim which leads to the **insured person** being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

SECTION 14 LEGAL EXPENSES continued

WHAT IS COVERED

2. LEGAL DEFENCE (continued)

- **DAS** will pay the **attendance expenses** of an **insured person** for jury service.

Provided that

- in so far as proceedings under the Health and Safety at Work etc Act 1974 are concerned, the territorial limit shall be any place where the Act applies.
- at the time of the **insured incident**, the **policyholder** has registered with the Information Commissioner in respect of **insured incident** (2)(c).

3. PROPERTY PROTECTION

DAS will negotiate for the **policyholder's** legal rights in any civil action relating to material property which is owned by, or the responsibility of the **policyholder**, following:

- any event which causes or could cause physical **damage** to such material property; or
- any nuisance or trespass.

4. BODILY INJURY

At the **policyholder's** request, **DAS** will negotiate for an **insured person's** and their family members' legal rights following an event which causes the death of, or bodily injury to them.

5. TAX PROTECTION

a) **Full Enquiries** or **Aspect Enquiries**

DAS will negotiate on behalf of the **policyholder** in respect of a **full enquiry** and/or **aspect enquiry** and represent them in any subsequent appeal proceedings.

b) **Tax Intervention Enquiries**

DAS will negotiate on behalf of the **policyholder** and represent them in any dealings with HM Revenue & Customs in respect of a **tax intervention enquiry**.

c) Employers' Compliance

DAS will negotiate on behalf of the **policyholder** and represent them in any appeal proceedings in respect of a dispute concerning the **policyholder's** compliance with Pay As You Earn or Social Security Regulations following a review by HM Revenue & Customs.

d) VAT Disputes

DAS will negotiate on behalf of the **policyholder** and represent them in any appeal proceedings following an assessment issued by HM Revenue & Customs in respect of Value Added Tax due.

Provided that

- for all **insured incidents**, the **policyholder** has taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed.
- **we** will not pay more than £2,000 for claims in respect of **aspect enquiries** or **tax intervention enquiries**.

CLAIMS SETTLEMENT FOR SECTION 14 LEGAL EXPENSES

LIMITS

Unless otherwise stated, the most **we** will pay for any claims under this Section resulting from one or more events arising at the same time or from the same originating cause is the indemnity limit shown in the Policy Schedule.

WHAT IS NOT COVERED

Any claim relating to:

- ❖ a contract entered into by **the policyholder**
- ❖ goods in transit or goods lent or hired out
- ❖ goods at premises other than those occupied by the **policyholder** unless the goods are at such premises for the purpose of installations or use in work to be carried out by **the policyholder**
- ❖ mining subsidence
- ❖ defending the **policyholder's** legal rights other than in defending a counter-claim
- ❖ a motor vehicle owned or used by, or hired or leased to an **insured person**.

Any claim relating to:

- ❖ any bodily injury which develops gradually or is not caused by a specific or sudden accident; or
- ❖ defending an **insured person's** or their family members' legal rights other than in defending a counter-claim; or
- ❖ a motor vehicle owned or used by, or hired or leased to an **insured person** or their family members.

1) In respect of **aspect enquiries** and **tax intervention enquiries** the first £200 of **costs and expenses** in each and every claim.

2) Any **insured incident**:

- arising from a tax avoidance scheme
- caused by the failure of the **policyholder** to register for Value Added Tax
- arising from any investigation or enquiries undertaken by HM Revenue & Customs Special Investigations Section or Special Civil Investigations or the Revenue & Customs Prosecution Office
- arising from any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

SPECIAL CONDITIONS FOR SECTION 14 LEGAL EXPENSES

- 1 An **insured person** must:
 - a) keep to the terms and conditions of this Section and of the Policy;
 - b) notify **us** immediately of any alteration which may materially affect **our** assessment of the risk;
 - c) take reasonable steps to keep any amount **we** have to pay as low as possible;
 - d) try to prevent anything happening that may cause a claim;
 - e) send everything **DAS** ask for, in writing;
 - f) give **DAS** full details of any claim as soon as possible and give **DAS** any information **DAS** need.
- 2
 - a) **DAS** can take over and conduct in the name of the **insured person**, any claim or legal proceedings at any time. **DAS** can negotiate any claim on behalf of an **insured person**
 - b) The **insured person** is free to choose an **appointed representative** (by sending **DAS** a suitably qualified person's name and address) if:
 - i) **DAS** agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of the **insured person** in those proceedings; or
 - ii) there is a conflict of interest.
 - c) Before an **insured person** chooses a lawyer or an accountant, **DAS** can appoint an **appointed representative**.
 - d) An **appointed representative** will be appointed by **DAS** and represent an **insured person** according to **DAS**' standard terms of appointment. The **appointed representative** must co-operate fully with **DAS** at all times.
 - e) **DAS** will have direct contact with the **appointed representative**.
 - f) An **insured person** must co-operate fully with **DAS** and with the **appointed representative** and must keep **DAS** up-to-date with the progress of the claim.
 - g) An **insured person** must give the **appointed representative** any instructions that **DAS** require.
- 3
 - a) An **insured person** must tell **DAS** if anyone offers to settle a claim and must not agree to any settlement without the written consent of **DAS**.
 - b) If an **insured person** does not accept a reasonable offer to settle a claim, **DAS** may refuse to pay further **costs and expenses**.
 - c) **DAS** may decide to pay the **insured person** the amount of damages that the **insured person** is claiming or is being claimed against them instead of starting or continuing legal proceedings.
- 4
 - a) If **DAS** ask, an **insured person** must tell the **appointed representative** to have **costs and expenses** taxed, assessed or audited.
 - b) An **insured person** must take every step to recover **costs and expenses** that **we** have to pay and must pay **us** any **costs and expenses** that are recovered.
- 5 If an **appointed representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismissed an **appointed representative** without good reason, the cover **we** provide will end at once, unless **DAS** agree to appoint another **appointed representative**.
- 6 If an **insured person** settles a claim or withdraws their claim without the agreement of **DAS**, or does not give suitable instructions to an **appointed representative**, the cover **we** provide will end at once and **we** will be entitled to re-claim any **costs and expenses** paid by **us**.
- 7 If there is a disagreement about the way **DAS** handle a claim that is not resolved through our internal complaints procedure, **DAS** and the **insured person** can choose a suitably qualified person to arbitrate. **DAS** and the **insured person** must both agree to the choice of this person in writing. Failing this **DAS** will ask the president of a national association relevant to the arbitration to choose a suitably qualified person. All costs of resolving the matter must be paid by the party whose argument is rejected. If the decision is not clearly made against either party, the arbitrator will decide how the costs are shared.
- 8 **DAS** may at their discretion require the **policyholder** to obtain an opinion from counsel at the **policyholder's** expense as to the merits of a claim or proceedings. If counsel's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid by **us**.
- 9 All Acts of Parliament within the Section wording shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be.
- 10 **We** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this Section did not exist.
- 11 This Section shall be governed by English Law.

GENERAL EXCLUSIONS (Applicable to the whole Policy except where varied under Section 14)

This Policy does not cover:

1 RADIOACTIVE CONTAMINATION

any expense, consequential loss, legal liability or **damage** to any property directly or indirectly arising from:

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.

2 WAR RISKS

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

3 SONIC BANGS

damage arising directly from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

4 CONFISCATION

damage caused by or happening through confiscation or destruction or requisition by order of any government or any public authority.

5 TERRORISM

- A) In respect of any cover or extension under this Policy for property of any description, including **data, Childcare activities** Interruption or Book Debts

any **damage**, cost, expense or consequential loss of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of **terrorism** regardless of any other contributory cause.

This insurance also excludes **damage**, cost, expense or consequential loss of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**.

If **we** allege that by reason of this Exclusion any **damage**, expense, cost or consequential loss is not covered by this Policy the burden of proving the contrary shall be upon **you**.

- B) In respect of any cover or extension under this Policy for liability to third parties

liability to third parties:

- a) for damages and **costs and expenses** directly or indirectly caused by, resulting from or in connection with any act of **terrorism**
- b) directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**.

If **we** allege that by reason of this Exclusion any liability for damages and **costs and expenses** of whatsoever nature is not covered by this Policy the burden of proving the contrary shall be upon **you**.

- C) In respect of any cover or extension under this Policy for Personal Accident

accidental **bodily injury** directly or indirectly caused by, resulting from or in connection with any act of **terrorism** or any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**.

If **we** allege that by reason of this Exclusion any accidental **bodily injury** is not covered by this Policy the burden of proving the contrary shall be upon **you**.

6 NORTHERN IRELAND (PROPERTY DAMAGE / **CHILDCARE ACTIVITIES** INTERRUPTION)

any **damage**, cost, expense or consequential loss of whatsoever nature in Northern Ireland directly or indirectly caused by, resulting from or in connection with riot, civil commotion and (except in respect of **damage** or consequential loss by fire or explosion) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation.

GENERAL EXCLUSIONS continued

This Policy does not cover:

7 POLLUTION OR CONTAMINATION

- A) In respect of any cover or extension under this Policy for property of any description, including **data**, **Childcare activities** Interruption or Book Debts

pollution or contamination except (unless otherwise excluded) **damage** caused by:

- a) pollution or contamination which itself results from fire, lightning, explosion, aircraft, riot, malicious persons, earthquake, subterranean fire, storm, flood, escape of water, impact, falling trees, falling aerials, escape of oil, sprinkler leakage, subsidence, theft or attempted theft, glass and sanitary fixtures
- b) fire, lightning, explosion, aircraft, riot, malicious persons, earthquake, subterranean fire, storm, flood, escape of water, impact, falling trees, falling aerials, escape of oil, sprinkler leakage, subsidence, theft or attempted theft, glass and sanitary fixtures which itself results from pollution or contamination.

Exclusion 7 applies solely to **your** insured property.

- B) In respect of any cover or extension under this Policy for liability to third parties

liability arising from pollution or contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **period of insurance**.

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

Pollution or contamination shall be deemed to mean:

- a) all pollution or contamination of buildings or other structures or water or land or the atmosphere; and
- b) all **damage** or **bodily injury** directly or indirectly caused by such pollution or contamination.

8 DATE RELATED COMPUTER FAILURE

any **claim**, loss, liability or expenses caused by or arising from, directly or indirectly or in any way relating to, the failure of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer software, whether **your** property or not, to:

- a) correctly recognise any date as its true calendar date
- b) capture, save or retain, and/or correctly to manipulate, interpret or process any **data** or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- c) capture, save, retain or correctly to process any **data** as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of **data** or the inability to capture, save, retain or correctly to process such **data** on or after any date

but this shall not exclude subsequent **damage** to **your** property specifically insured by the Policy or any loss not otherwise excluded which itself results from:

fire, explosion, lightning, smoke, aircraft or other aerial devices dropped from them, theft or attempted theft, impact by any road vehicle, train or animal, riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances, malicious people or vandals, storm or flood, escape of water from any tank, apparatus or pipe, escape of fuel oil from any fixed oil-fired heating installation

if covered by this Policy.

This Exclusion does not apply to any operative cover for Employers Liability, Personal Accident or Legal Expenses.

9 ELECTRONIC RISKS

Meaning of words specific to this Exclusion:

Denial of service attack

any actions or instructions construed or generated with the ability to **damage** or interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. Denial of service attack includes but is not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

Hacking

unauthorised access to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives **data** whether **your** property or not.

Virus or similar mechanism

program code, programming instruction or any set of instructions intentionally construed with the ability to **damage**, interfere with or otherwise adversely affect computer programs, **data** files or operations whether involving self replication or not. Virus or similar mechanism includes but is not limited to Trojan horses, worms and logic bombs.

- A) In respect of any cover or extension under this Policy for property of any description, including **data**, **Childcare activities** Interruption or Book Debts

- ❖ **damage** to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives **data** or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether **your** property or not where such **damage** is directly or indirectly
- ❖ consequential loss

caused by or arising from **virus or similar mechanism** or **hacking** or **denial of service attack**.

- B) In respect of any cover or extension under this Policy for liability to third parties

liability arising from **damage** to **data**.

GENERAL CONDITIONS (Applicable to the whole Policy except where varied under Section 14)

1 CONDITIONS PRECEDENT TO LIABILITY

The due observance and fulfilment of the terms of this Policy relating to anything to be done or complied with by **you** shall be conditions precedent to **our** liability to make any payment under this Policy.

2 GOVERNING LAW

This Policy is to be governed solely by the relevant laws of the **territorial limits** relating to **your** postal address as shown in the Schedule. If there is any dispute as to which law applies, it shall be English Law. **We** will communicate with **you** in English at all times.

3 COOLING-OFF

If **you** are a private customer and **you** decide within 14 days of taking out this Policy that it does not meet **your** requirements, **we** will refund the premium **you** have paid provided that:

- **you** return the Schedule and any other documents **we** have issued
- there are no **claims** notified or pending.

4 CANCELLATION

- If the premium for this Policy is payable by instalments and an instalment is not received by the due date then, subject to the Consumer Credit Act 1974 (if it applies), the credit agreement and the Policy will be cancelled from the date the instalment was due unless otherwise agreed by **us** in writing.
- In circumstances other than instalment default, **we** may cancel this Policy by giving 14 days notice in writing by recorded delivery to **your** last known address. **We** shall return a proportionate part of the premium for the unexpired period of the Policy.
- **You** may cancel this Policy by giving **us** written instructions. Provided no **claim** has been made during the current **period of insurance**, and provided there is no Long Term Undertaking in force, **you** will be entitled to a proportionate return of premium for the unexpired period of the Policy less an administration charge if cancellation occurs in the first year.

5 SUBROGATION

Before or after **we** settle any **claim** under this Policy **you** shall, at **our** request and at **our** expense do, or permit to be done, anything necessary or reasonably required by **us** in order to:

- enforce any rights and remedies against
- obtain relief or indemnity from

other parties, to which **we** would be entitled after settlement of that **claim**.

6 CLAIMS PROCEDURE (YOUR DUTIES)

When **you** become aware of a possible **claim** under this Policy **you**:

- shall (at **your** expense):
 - a) notify **us** immediately
 - b) immediately tell the police if **damage** is caused by theft, attempted theft, malicious acts, riot or civil commotion
 - c) take all practical steps to recover any property lost or to minimise the **damage**
 - d) within 30 days (7 days in the case of **damage** by riot, civil commotion, strikers, labour disturbances and malicious persons) advise **us** in writing giving full details, and complete **our** appropriate claim form. In respect of any **claim** for **Childcare activities** Interruption details must be submitted within 30 days from the expiry of the **indemnity period**
 - e) give all assistance, information and documentation **we** may reasonably require within any timescales **we** may set at the time
 - f) send to **us**, unanswered, every writ, summons or other communication immediately it is received
 - g) send to **us** written details of any related inquest, legal inquiry, prosecution or procedure immediately it is known to **you**
 - h) if **we** require, provide to **us** a statutory declaration of the truth of the **claim**.
- shall not:
 - a) admit, deny, negotiate or settle a **claim** without **our** written consent
 - b) abandon any property to **us**.

See Section 14 in respect of the procedures for Legal Expenses.

7 CLAIMS PROCEDURE (OUR RIGHTS)

If **you** make a **claim** under this Policy **we** have the right:

- to enter any building where **damage** has occurred and take, and keep, possession of any property covered by this Policy
- to the salvage of any property covered by this Policy
- at any time to start, take over, defend and conduct any legal action or prosecution in **your** name
- to settle any liability **claim** or **claim made** by payment of the Indemnity Limit (less any sum or sums already paid or incurred) or any less amount for which, at **our** discretion, the **claim** or **claim made** can be settled. **We** will then relinquish control of the **claim** or **claim made** and be under no further liability
- to arrange a post mortem at **our** expense in the event of a death benefit **claim** under the Personal Accident or Personal Accident Assault cover.

See Section 14 in respect of **our** rights for Legal Expenses.

8 CLAIMS SETTLEMENT

Where more than one **excess** applies to any one **claim** only the highest **excess** will be deducted from the amount of settlement.

GENERAL CONDITIONS continued

9 OTHER INSURANCE

- If at the time of a **claim** there is any other insurance covering anything insured by this Policy, other than in respect of insurances for legal liabilities, Money or Personal Accident, **we** will only pay **our** proportionate share.
- In respect of any covers, including their respective extensions and endorsements, for legal liabilities or Money (but not Personal Accident or Personal Accident Assault) **we** will only pay for any amount over the limit obtainable under such other insurance which is or would be payable but for the existence of this Policy.
- In respect of any covers, including their respective extensions and endorsements, for Personal Accident or Personal Accident Assault, irrespective of the number of policies issued by **us**, **we** will not pay benefits for the same insured person under more than one policy for any one occurrence. The policy or section that provides the greatest benefit will apply.
- If any other insurance is subject to any condition of underinsurance (average) the appropriate cover under this Policy will be subject to the same condition of underinsurance (average) if it is not already included.

10 FRAUD

If **you** or anyone acting for **you** makes a **claim** under this Policy knowing the **claim** to be false in any respect, **we** will not pay the **claim** and all cover under this Policy ceases.

11 MISREPRESENTATION, MISDESCRIPTION OR NON-DISCLOSURE

This Policy will be voidable if there is any misrepresentation, misdescription or non-disclosure of any material fact or detail.

12 REASONABLE CARE

At all times **you** must take all reasonable steps to:

- prevent or minimise **damage** or **bodily injury**
- protect the property covered under this Policy
- maintain the property covered under this Policy in a good state of repair
- exercise and use reasonable care in the selection and supervision of **employees**
- comply with all statutory and other obligations and regulations imposed by any authority
- make safe or repair any defects in the property covered under this Policy immediately they are identified.

13 ALTERATION OF RISK

You must tell **us** immediately:

- a) **you** become aware of any changes in circumstances which increase the risk of **damage**, accident or liability, such as:
 - the **buildings** or parts thereof becoming **unoccupied**
 - structural alterations or major repairs
 - any demolition, groundwork, excavation or construction being carried out adjacent to the **premises**
 - changes in the **childcare activities**, the **premises** or its use
- b) **your** interest ceases, except by will or operation of law
- c) if an administrator, liquidator or receiver is appointed or if you enter into a voluntary arrangement.

You will not be covered under this Policy unless such changes have been accepted by **us** in writing.

14 RIGHTS OF THIRD PARTIES

A person or company who is not 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.

ENDORSEMENTS

The following Endorsements and any supplementary Endorsements are operative only if the number shown against them appears in the Schedule.

Each endorsement is subject otherwise to the terms, exceptions and conditions of the Policy.

- 1 INTRUDER ALARM REQUIREMENT
We will not pay any **claim** under any operative Buildings, Contents or Money Section(s) of the Policy that result from theft or attempted theft from the **buildings** unless:
- the intruder alarm (details of which have been lodged with **us**) is put into full and proper operation whenever the alarmed portion of the **premises** is left unattended
 - the alarm system is maintained in efficient order under contract with the alarm company
 - **you** obtain **our** prior approval of any alteration to the alarm system as described in the installer's specification
 - **you** immediately inform both the alarm company and **us** in the event of notification by the police authorities of the withdrawal or possible withdrawal of police response to alarm calls
 - **you** keep a register of authorised persons holding keys and information of pass-codes.
- 2 EXCLUSION OF MALICIOUS DAMAGE (BUILDINGS AND CONTENTS)
 Event 7 of Sections 1 and 2 is not covered.
- 3 EXCLUSION OF THEFT (BUILDINGS, CONTENTS AND ALL RISKS)
- Event 4 of Sections 1 and 2 is not covered.
 - Under Section 3, **damage** by theft or attempted theft from the **buildings** is not covered.
- 4 EXCLUSION OF STORM OR FLOOD (BUILDINGS AND CONTENTS)
 Event 8 of Sections 1 and 2 is not covered.
- 5 RESTRICTION OF THEFT COVER FROM PREMISES (ALL RISKS)
 Under Section 3, **we** do not cover **damage** by theft, or any attempted theft, not involving entry to or exit from the **buildings** by forcible and violent means.
- 9 RESTRICTION OF COVER – PROFESSIONAL SERVICES ONLY (PROFESSIONAL INDEMNITY)
 All cover under Section 9 is inoperative other than for legal liability arising from any actual or alleged negligent act, negligent error or negligent omission committed or attempted in the provision of a **professional service** by **you** or any **employee** in the conduct of **your childcare activities** resulting in a civil liability.
- 15 INCREASE OF EXCESS TO £250 – STORM OR FLOOD (BUILDINGS AND CONTENTS)
 The amount of **excess** for Event 8 of Sections 1 and 2 is increased to £250.
- 16 INCREASE OF EXCESS TO £250 – THEFT (BUILDINGS AND CONTENTS)
 The amount of **excess** for Event 4 of Sections 1 and 2 is increased to £250.
- 21 EXCLUSION OF GLASS
 Extension 1 of Section 2 is inoperative except for breakage of fixed sanitary fittings or fixed signs.
- 41 EXCLUSION OF THEFT FROM UNATTENDED VEHICLES (ALL RISKS)
 Under Section 3 **we** do not cover **damage** caused by or resulting from theft from any unattended motor vehicle.
- 58 INCREASE OF EXCESS TO £250 (MALICIOUS PERSONS)
 The amount of **excess** for Event 7 of Sections 1 and 2 is increased to £250.
- 59 INCREASE OF EXCESS TO £250 (GLASS)
 The amount of **excess** for Extension 1 of Section 2 is increased to £250.
- 65 SECURITY REQUIREMENT
We will not pay any **claim** under any operative Buildings, Contents or Money Section(s) of the Policy that result from theft or attempted theft from the **buildings** unless all existing devices for securing the **buildings** are put into full and effective operation whenever the **buildings** are left unattended.

ENDORSEMENTS continued

634 MINIMUM SECURITY REQUIREMENT (BUILDINGS, CONTENTS, ALL RISKS AND MONEY)

We will not pay any **claim** under Sections 1, 2, 3 or 4 for **damage** by theft or attempted theft from the **buildings**, or the portion of the **buildings**, occupied by **you** for the **childcare activities** unless at the time of **damage** the following minimum level of security was present and fully effective:

- a) external single leaf:
 - (i) doors (including wicket gates) are fitted with a mortise deadlock of at least 5 levers conforming to BS3621 and the appropriate metal box striking plate or a 5 lever or 6 pinned hardened steel close shackle padlock with a coach-bolted locking bar and staple
 - (ii) UPVC doors are fitted with a multi-point locking system with at least 2 locking points in addition to a horizontal deadbolt or hook bolt
- b) external double doors (specification as for single doors but to be rebated on each meeting edge) are fitted with a lock to the standard in (a) above and with internal flush bolts or mortised rack bolts fitted top and bottom on the first closing leaf
- c) any internal final entrance/exit door(s) meet the standard in (a) or (b) above
- d) all outward opening external doors are fitted with hinge bolts top and bottom on each leaf
- e) sliding/patio doors are fitted with a multi-point locking system with at least 2 locking points or key operated door locks fitted top and bottom in addition to a hook bolt(s)
- f) roller shutters are fitted with integral locking bar and 5 lever close shackle padlocks or by two integral locks to each shutter
- g) folding or concertina doors are fitted with a 5 lever or 6 pinned hardened steel close shackle padlock with a coach-bolted locking bar and staple
- h) all opening windows on the ground floor and those which are easily accessible on other floors are fitted with key operated security devices or are permanently screwed shut.

This Endorsement does not apply to fire exit doors except where such security devices are allowed by the fire authorities.

657 INCREASE OF EXCESS TO £250 – ESCAPE OF WATER (BUILDINGS AND CONTENTS)

The amount of **excess** for Event 9 of Sections 1 and 2 is increased to £250.

MAKING A CLAIM

FOR ALL CLAIMS EXCEPT THOSE UNDER SECTION 14 LEGAL EXPENSES:

- * Check the Policy carefully to see that cover is operative. If in doubt, contact **your** insurance advisor or **us**.
- * Tell **your** insurance advisor or **us** immediately by telephone, letter, fax or e-mail.
Ansvar Insurance Company Limited, Ansvar House, St. Leonards Road, Eastbourne, East Sussex, BN21 3UR
Tel: 01323 737541 Fax: 01323 739355 email: ansvar.claims@ansvar.co.uk
- * **We** may appoint an independent loss adjuster or investigator to deal with **your claim**.
- * If possible, two competitive estimates for repair or replacement of **damaged** property should be obtained.
- * Do not delay sending in the **claim** form while waiting for estimates - just state they are being obtained.
- * Tell the police as soon as **you** can if property is stolen, maliciously **damaged**, or a valuable item or **money** is lost, and obtain a crime reference number.
- * When necessary, **you** should arrange for emergency repairs to be carried out to prevent further **damage**.
- * All salvage must be protected and retained for **our** inspection, unless **we** or the loss adjuster have instructed **you** to the contrary.
- * Once **we** have agreed an estimate, **you** can get the work done and send the final account to **us** for reimbursement (subject to any Policy terms).
- * If someone is making a **claim** against **you**, do not make any promise to pay. Send any letter or document to **us** unanswered without delay.

FOR CLAIMS UNDER SECTION 14 LEGAL EXPENSES:

To make a claim under this Section of your policy, please telephone DAS on 0117 934 2111, quoting your policy number and ref TS5/3674679.

DAS will:

- take **your** details concerning the dispute
- provide **you** with a claim reference
- advise **you** what to do next.

DAS will not be able to confirm cover for **your** claim.

If **you** wish to report **your** claim in writing **you** can send it to:

The Claims Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH.

Claims outside the United Kingdom may be dealt with by other **DAS** offices elsewhere in Europe.

Please do not ask for help from a solicitor or accountant before **DAS** have agreed. If **you** do, **DAS** will not pay the costs involved.

HELPLINE SERVICES

DAS provide these services 24 hours a day, 7 days a week during the **period of insurance**.

DAS will not accept responsibility if the Helpline Services fail for reasons **DAS** cannot control.

Please do not phone **DAS** to report a general insurance claim.

EUROLAW COMMERCIAL LEGAL ADVICE

DAS will give **the policyholder** confidential legal advice over the phone on any commercial legal problem affecting the charity, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

TAX ADVICE

DAS will give **the policyholder** confidential advice over the phone on any tax matters affecting the **policyholder** under the laws of the United Kingdom.

BUSINESS ASSISTANCE

In the event of an unforeseen emergency affecting the **policyholder's premises** which causes **damage** or potential danger, **DAS** will contact a suitable repairer or contractor and arrange assistance on behalf of **the policyholder**. All costs of assistance provided are the responsibility of the **policyholder**.

TO CONTACT THE ABOVE SERVICES:

Phone **DAS** on 0117 934 2111 quoting **your** policy number and reference TS5/3674679.

To help **DAS** check and improve their service standards, **DAS** record all calls.

COUNSELLING

DAS will provide all **employees** (including any members of their immediate family who permanently live with them) of the **policyholder** with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary and/or professional services.

TO CONTACT THE COUNSELLING HELPLINE:

Phone **DAS** on 0117 934 2121. These calls are not recorded.

THE EMPLOYMENT MANUAL

The **DAS** Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit the **DAS** website at www.das.co.uk. From the Home Page click on the Employment Manual icon. All the sections of this web-based document can be printed off for **your** own use. Contact **DAS** at marketing@das.co.uk with **your** email address, quoting **your** policy number and **DAS** will contact **you** by email to inform **you** of future updates to the information.

GLASS HELPLINE

SOLAGLASS LIMITED (24 Hour Emergency Replacement Glazing Service)

Solaglas Limited provide a 24 hour 365 days a year service boarding up and replacement glazing service and are used by major insurance companies and retailers. In the event of a glass breakage and for an immediate response, contact Solaglas limited on

FREEPHONE 0800 47 47 47

Please quote **your** Ansvar policy number. **Your** premises will be re-glazed fast and, if **your** policy covers **you** for glass, **you** will only have to pay **your excess**.

Solaglas Limited will then invoice Ansvar for the remainder of the balance.

No claim form required.

THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

This scheme was set up under the terms of the Financial Services and Markets Act 2000.

The aim of FSCS is to protect private and small **childcare activities** customers should an insurer go out of **childcare activities** and be unable to meet its liabilities or pay **claims**. In this event, **we** believe it is likely that the FSCS could consider churches and charities similarly to small companies i.e. **you** may be entitled to compensation depending upon **your** income and the number of people **you** employ.

FSCS may arrange to transfer **your** Policy to another insurer, provide a new policy or, if these actions are not possible, provide compensation. The maximum level of compensation **you** can receive from the Scheme for a **claim** against an insurance firm depends on the type of insurance policy.

- For compulsory insurance, such as third party motor insurance, the full amount of the **claim** or unused premiums is protected in full.
- For non-compulsory insurance, such as property insurance, the first £2,000 of a **claim** or policy is protected in full followed by 90% of the remainder.

For further information:

FINANCIAL SERVICES COMPENSATION SCHEME

7th Floor, Lloyds Chambers, Portsoken Street, London, E1 8BN

Tel: 020 7892 7300

Fax: 020 7892 7301

email (please include full name and address with any message): enquiries@fscs.org.uk

website: www.fscs.org.uk

COMPLAINTS PROCEDURE

We aim to provide a high standard of service. However, if **you** have any reason to complain about the advice or service **you** have received **you** should contact **your** Insurance Advisor or Ansvar Insurance Company Limited.

You can make **your** complaint in writing or verbally to the General Manager or any manager at:

ANSVAR INSURANCE COMPANY LIMITED

Ansvar House, St. Leonards Road, Eastbourne, East Sussex, BN21 3UR

Tel: 01323 737541 Fax: 01323 644082

email: ansvar.insurance@ansvar.co.uk

website: www.ansvar.co.uk

- **We** will acknowledge all complaints within 5 working days.
- All complaints will be investigated independently at a senior level within Ansvar Insurance.
- **We** will aim to respond formally to **your** complaint within 4 weeks, but **we** shall endeavour to report to **you** within 10 working days whenever possible.
- If after 4 weeks **we** have not completed **our** investigation **we** will write to **you** to tell **you** the progress of the investigation. **We** will then write to **you** again within 8 weeks of receiving **your** complaint with **our** response, or to inform **you** of the progress being made.
- If **you** are not satisfied with **our** response, or **we** have not completed **our** investigation after 8 weeks, **we** will inform **you** of **your** right to take the complaint to:

FINANCIAL OMBUDSMAN SERVICE

South Quay Plaza, 183 Marsh Wall, London, E14 9SR

Tel: 0845 080 1800

Fax: 020 7964 1001

email: complaint.info@financial-ombudsman.org.uk

website: www.financial-ombudsman.org.uk

- If **you** are a **childcare activities** or a not for profit organisation with an annual turnover of less than £1million, **you** are entitled to refer **your** case to the Financial Ombudsman Service.

This complaints procedure does not affect **your** right to take legal proceedings.

OTHER USEFUL ADDRESSES

ANSVAR INSURANCE COMPANY LIMITED

Ansvar House, St Leonards Road
Eastbourne,
East Sussex, BN21 3UR
Tel: 0845 60 20 999 Calls charged at local rate
Fax: 01323 644082

www.ansvar.co.uk

THE FINANCIAL SERVICES AUTHORITY

25 The Colonnade
Canary Wharf
London, E14 5HS
Tel: 020 7066 1000

www.fsa.gov.uk/mgi

ASSOCIATION OF BRITISH INSURERS

Consumer Information Department
51 Gresham Street
London, EC2V 7HQ
Tel: 020 7600 3333
Fax: 020 7696 8999

www.abi.org.uk

DAS LEGAL EXPENSES INSURANCE CO. LTD.

DAS House, Quay Side
Temple Back, Bristol, BS1 6NH
Tel: 0117 934 2000
Fax: 0117 934 2109
www.das.co.uk

FINANCIAL SERVICES COMPENSATION SCHEME

7th Floor, Lloyds Chambers,
Portsoken Street, London, E1 8BN
Tel: 020 7892 7300
Fax: 020 7892 7301

www.fscs.org.uk

ALBANY ASSET MANAGEMENT LTD

Floor 2, 48 West George Street
Glasgow
G2 1BP
Tel: 0141 332 2222 Fax: 0141 572 0799

www.albanyam.co.uk

Email: info@albanyam.co.uk



ANSVAR INSURANCE COMPANY
LIMITED
Ansvar House, St Leonards Road
Eastbourne, East Sussex, BN21 3UR
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Fax: 01323 644082
Email: ansvar.insurance@ansvar.co.uk
www.ansvar.co.uk

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Registered No: 661060 England*

Member of:
Association of British Insurers (ABI)
Financial Ombudsman Service (FOS)

Ansvar is Authorised and Regulated
by the Financial Services Authority (FSA).
Our FSA Register number is 202019.

To check these details on the FSA's
Register:
www.fsa.gov.uk/register
Tel: 0845 606 1234

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INVESTORS IN PEOPLE

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