



**Morton Michel**

The Childcare Insurance Specialist

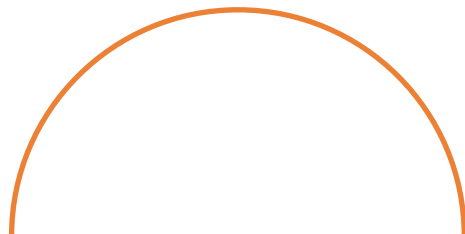


**Nursery  
Care**

# Policy Summary

Arranged by **Morton Michel** and insured by **QBE UK Limited**  
under the **Childcare & Business Combined** policy

Made possible  
 **QBE**



# Childcare and Business Combined

## Summary

This insurance is underwritten by QBE UK Limited. The Legal Expenses section is administered by ARAG plc on behalf of the insurer HDI Global Specialty SE.

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

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

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

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

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

The Property Damage, Employers' Liability, Public and Products Liability, Treatment Liability for Registered Providers, Treatment Liability for Unregistered Providers, Legal Expenses, Portable Equipment, Equipment Breakdown, Business Interruption, Loss of Registration Certificate, Personal Accident, Money, Employee Dishonesty, Terrorism, Trustees' and Officials' Financial Liability, Loss of Licence sections operate on a "losses occurring" basis. This means that those sections will respond, subject to the terms of the policy, to losses that occur during the period of insurance.

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

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

# How to contact us

## Non-claims notifications

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

telephone: 0330 058 9861

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

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

## Notification of claims

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

## Complaints

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

# Your obligations

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

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

You must:

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

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

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

# Childcare and Business Combined Cover

The Childcare and Business Combined policy provides the following covers.

- Property Damage
- Employers' Liability
- Public and Products Liability
- Treatment Liability for Registered Providers
- Treatment Liability for Unregistered Providers
- Professional Indemnity
- Directors', Trustees' and Officers' Liability
- Legal Expenses
- Portable Equipment
- Equipment Breakdown
- Business Interruption
- Loss of Registration Certificate
- Personal Accident
- Money
- Employee Dishonesty
- Terrorism
- Cyber
- Trustees' and Officials' Financial Liability
- Loss of Licence

Your schedule will show you which covers are operative.

Certain covers are not available to some types of businesses or organisations or if the package option selected does not allow for the cover to be applied. Please read each section of this summary for details.

## Helplines

The following helpline services are automatically available to Childcare & Business Combined policyholders:

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

# Property Damage section

## Property Damage – Summary

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

This section of the policy provides you with cover where insured property is accidentally damaged by causes which are not excluded. The property insured is set out in the policy schedule

Property Damage cover is not available if you have selected the Essential or Extra package.

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

## Property Damage – Extensions

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

- **Additional Costs of Construction – Energy Efficiency** - covers the additional costs of reinstatement following damage arising solely from the necessity to comply with the EC Directive on energy performance on buildings 2002/91 (as enacted in applicable national law).
- **Additional Statutory Costs** – covers additional costs involved in complying with statutory regulations or local authority requirements following damage.
- **Architects' and Surveyors' Fees** – covers fees of architects, surveyors, consulting engineers and other fees that you are reasonably obliged to incur in order to reinstate the property insured following accidental damage.
- **Capital Additions** – covers accidental damage to newly acquired buildings, tenant's improvements and contents and alterations, additions and improvements to existing buildings and tenant's improvements at the premises.
- **Continuing Interest and Hire Charges** – covers interest charges or continuing hire charges you are liable for under contract for interest charges or continuing hire charges in respect of property for which you are responsible and which is not otherwise insured which are not recoverable under the terms of a lease or similar agreement.
- **Contract Works** – covers accidental damage to contract works in the joint names of you and the contractor carrying out the contract works, under the terms of the contract which requires you to insure the buildings in the joint names of you and the contractor.
- **Deterioration of Refrigerated Stock** – covers accidental damage to refrigerated stock and specified stock at the premises by deterioration of stock in any freezer or refrigerated cabinet following breakdown, accidental damage, failure of public electricity supply or contamination by refrigerant fumes.
- **Documents and Computer System Records** – covers accidental damage to deeds and other documents, manuscripts, plans and writings of every description, books and computer system records belonging to you or for which you are responsible whilst temporarily removed from the premises or stored at the home of any authorised official or at a self-contained unit in a storage facility, within the territorial limits.
- **Drains, Sewers and Gutters** – covers costs and expenses of cleaning or clearing the drains, the sewers and/or the gutters of the damaged property site and the adjacent area within
- **Exhibitions** – covers damage to your property whilst within a premises of a trade show or exhibition and whilst in transit to and from the trade show or exhibition.
- **Fixed Glass, Mirrors and Signs** – covers accidental damage to fixed glass, fixed mirrors and glass in showcases, counters and display cabinets, neon and illuminated signs including fixed glass in them.

This extension also covers damage to alarm foil caused by breakage of glass and damage to armoured glass, bent glass and letterings or designs superimposed on glass.

- Fixed Outside Equipment – covers damage to fixtures (including fixed play equipment) in the open at the premises.
- Further Investigation Costs
- Groundsman’s Machines and Equipment – covers accidental damage to groundsman’s machines and equipment, ornaments and unfixed garden contents including monuments, memorials and statues in the open at the premises.
- Household Contents – covers household furniture, carpets, furnishings, decorations, kitchen utensils and appliances, audio, television and video equipment belonging to you or for which you are responsible at the premises.
- Landscaping Costs – covers costs and expenses to restore damage to lawns, gardens, playing surfaces and landscaped areas, car parks, private roads and pathways at the premises caused by emergency service vehicles attending to damage at the premises.
- Loss Minimisation Expenses – covers costs and expenses incurred to avoid or mitigate or alleviate or reduce impending damage.
- Loss of Metered Gas and Water – covers charges you are responsible for, in respect of loss of metered water or gas providing service to the premises as a result of damage, and you are unable to recover from any other party.
- Officials’ Personal Effects – covers accidental damage to the personal effects of any official occurring on the premises during business hours
- Participants’ Personal Effects – covers accidental damage to the personal effects of any participant attending the business occurring whilst the participant is in your care
- Protection Equipment Expenses – covers costs and expenses of refilling fire extinguishing equipment and smoke cloaks used as a consequence of accidental damage
- Sanitary Ware and Underground Service Pipes or Cables – covers the cost of reinstatement or repair for which you are legally liable following accidental damage to fixed sanitary ware and fittings, underground services pipes and cables.
- Seasonal Increase – covers an increase in stock or specified stock during specified seasonal periods during the year.
- Sheds and Shipping Containers – covers accidental damage to wooden, plastic or metal sheds or shipping containers and their contents at the premises
- Temporary Removal – covers accidental damage to the property insured while temporarily removed away from the premises, for cleaning renovation repair or similar purposes
- Theft Damage to the Buildings
- Theft of Fixed Fabric of the Building
- Theft of Keys
- Trace and Access
- Unauthorised Use of Electricity, Gas and Water – covers you for the cost of metered electricity, gas and water for which you are legally responsible arising from unauthorised use by persons taking possession of, keeping possession of or occupying the premises without your written consent.

### Property Damage – Conditions Precedent

The Property Damage section includes a condition precedent. We will only indemnify you under this section if you comply with these terms. Please refer to the section for full details of the requirements of the following condition precedent.

- Maintenance Contract.

## Property Damage – Significant or unusual exclusions or limitations

The policy document contains a number of exclusions and limitations which applies to the cover and its extensions. Some of the more significant exclusions and limitations applying are listed below. QBE will not pay for damage or loss caused by:

- moveable property in the open, signs, fences, gates, vegetation, lawns and shrubs in respect of loss, destruction or damage caused by wind, rain, hail, sleet, snow, flood, dust or falling trees other than as provided for under the Groundsman's Machines and Equipment Extension.
- theft or attempted theft or malicious damage to property from a garden, yard, open space or any open fronted or open sided building therein other than as provided for under the Theft of Fixed Fabric of the Building Extension.
- property insured at any premises that are unoccupied unless agreed by us.
- storm, flood, leakage of oil or water to property stored in any outbuilding or basement following bursting or overflowing of oil or water tanks, apparatus or pipes or from any automatic sprinkler installation, unless such property is raised at least 100mm above the ground floor level of the outbuilding or the floor level of the basement.
- theft or attempted theft from any unattended building unless all security devices are put into full and effective operation and such theft or attempted theft involves forcible and violent entry to or exit from the building , other than:
  - theft or attempted theft involving assault or violence or threat thereof to any officials
  - as provided for under the Theft of Fixed Fabric of the Building Extension.
- refrigerated stock and specified stock contained in any refrigeration unit which is more than ten years old at the commencement of any period of insurance.
- contract works at your premises with a total contract value exceeding GBP100,000.

The applicable excess.

During the policy period a manufacturer's guarantee or a maintenance contract applicable to any refrigeration unit which does not have hermetically sealed motors and compressors must be in force.

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

# Employers' Liability section

## Employers' Liability – Summary

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

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

Cover applies within the United Kingdom, the Isle of Man and the Channel Islands or elsewhere in the world in respect of any journey or temporary visit in connection with the business by any employee normally resident within the United Kingdom, the Isle of Man and the Channel Islands

This section will provide a limit up to £10,000,000 inclusive of costs and expenses.

Employers' Liability cover is included automatically for Executive, Essential and Extra where you have confirmed that you have employees or volunteers.

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

## Employers' Liability – Extensions

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

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

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

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

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

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



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

# Public and Products Liability section

## Public and Products Liability – Summary

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

This section of the policy provides you with cover if you are held legally responsible for an injury (including death) to a child or to a third party (such as a parent or visitor), or for damage to a third party's property and any damages you may be required to pay as a consequence. The limit for each claim is £10,000,000 plus any costs and expenses.

This section also provides cover if a claim arises from a product sold or supplied by you. The limit of indemnity for each claim covers you for all claims during any one period of insurance plus any costs and expenses.

The maximum amount payable by us for liability in respect of claims brought in the United States of America or Canada or their dependencies or trust territories is the limit of indemnity shown in the schedule inclusive of all costs and expenses.

Cover applies to services you deliver anywhere within the United Kingdom, the Isle of Man and the Channel Islands and for any clerical activities connected with your business undertaken whilst you are temporarily elsewhere in the world. Cover in respect of products applies anywhere in the world but excludes products which with your knowledge are exported directly or indirectly to the United States of America or Canada.

Public and Products Liability cover is provided automatically for Executive, Essential and Extra.

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

## Public and Products Liability –Extensions

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

- Compensation for Court Attendance – covers the costs of attendance at court to act as a witness.
- Consumer Protection and Food Safety Acts – Legal Defence Costs – covers defence costs incurred in connection with the defence of proceedings or an appeal against conviction arising from such proceedings brought for a breach of the Consumer Protection Act 1987 and the Food Safety Act 1990.
- Contingent Motor Liability (Non-owned Vehicles) – covers liability arising from personal injury or damage arising out of the use by your employee of any mechanically propelled vehicle not the property of or leased or rented by you.
- Corporate Manslaughter – covers defence costs incurred defending allegations of manslaughter, corporate manslaughter or corporate homicide made against you.
- Defective Premises Act 1972 – covers liability for personal injury or damage which arises under section 3 of the Defective Premises Act 1972 or section 5 of the Defective Premises Act (Northern Ireland) Order 1975 in connection with premises that have been disposed by you.
- General Data Protection Regulations – covers liability to pay damages for a breach of sections 168 and 169 of the Data Protection Act 2018 or article 82 of the Regulation (EU) 2016/679.
- Health and Safety at Work etc. Act 1974 – covers defence costs incurred in the defence of any criminal proceedings brought in respect of a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man.
- Overseas Personal Liability – liability to pay damages and claimant costs in connection with a temporary business trip by any of your directors, partners or employees.
- Premises Leased, Hired, Rented or in Custody or Control – covers liability following damage to premises including fixtures and fittings leased, hired or rented to you or those in your custody or control.

## Public and Products Liability – Conditions Precedent

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

- Checks and Investigations for Employees.
- Equipment Used in Activities.
- Fireworks and Bonfires.
- Food Hygiene.
- Inflatable Play Equipment.
- Outdoor Learning.
- Roller Blading and Skateboarding.
- Trampolines.

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

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

- damage to property belonging to you, or in your care, custody or control (other than personal property of directors, partners or employees; the property of customers or visitors temporarily on or about the premises or as insured under the 'Premises Leased, Hired, Rented or In Custody or Control' extension)
- accidents to or illness of employees.
- legal liability under a contract unless such liability would have attached in the absence of such contract.
- damage to products or the cost of making good or recalling such products or the cost of rectifying defective work.
- fines, penalties or liquidated, punitive or exemplary damages.
- loss or damage to any vehicle or goods carried in or on it.
- liability arising from war or acts of terrorism.
- the provision of advice or any plan, design, formula or specification given separately for a fee or for which a fee is normally charged.
- pollution or contamination other than that caused by a sudden identifiable unintended and unexpected incident.
- promotional and fund raising events where the anticipated attendees exceeds 500 people (but not those involving fireworks or bonfires where the limit is 100 people).
- the use or ownership of Velcro wall, "bar fly" or similar equipment.
- use of inflatable play equipment or apparatus worn on or around the body.
- cycling on public roads, freestyle cycling, cross country, trail riding and mountain biking.
- use of mechanical or powered tools or other tools with a sharp edge other than hand tools as specified in the definitions, tools used for arts and crafts and knives and utensils used for cooking. which are age appropriate and intended for that purpose.
- gymnastics other than in connection with delivery of the British Gymnastics Pre-School Proficiency programme.

- dance or cheerleading involving lifting above shoulder height, acrobatics or spinning headstands.
- parkour and street/free running.
- martial arts, combat or fighting sports.
- American football, Australian rules football, Gaelic football, lacrosse, roller derby, rugby or weightlifting.
- professional or semi-professional sports.
- sports involving weapons (including but not limited to paintballing, archery, fencing and shooting).
- fire walking, kite land boarding, sledding, sledging or sleighing whether on snow, ice or any other surface.
- Ice-hockey, ice skating, skiing or any other winter sports.
- sports in a terrain that require hands as well as feet to traverse such as hillwalking, scrambling and mountaineering.
- any activity that requires the use of guides, cables, wires or ropes (other than tug-of-war), elastic rope sports or aerial activity of any kind including bungee jumping and zip wires other than outdoor learning activities as specified in the definitions.
- traverse climbing walls not exceeding 2 metres in height.
- activities that take place in or on bodies of water other than swimming that takes place within a purpose built swimming pool, the use of inflatable paddling pools and outdoor learning activities as specified in the definitions.
- use of fireworks or other pyrotechnics, airborne lantern, sky lantern, sky candle or wish lantern and fires or bonfires other than outdoor learning activities as specified in the definitions strictly in accordance with the Fireworks and Bonfires condition precedent.
- any activity taking place more than one metre above ground when outside a building or structure or one metre from floor level when inside a building or structure, other than use of fixed outside equipment and outdoor learning activities as specified in the definitions.
- use of motorised toys, or other equipment that are/ is designed to be ridden including but not limited to segways, motorised or electric scooters and bikes, self-balancing two-wheeled boards, powered go karts and motorised fairground rides other than electric 4 wheel ride on toys designed and intended for children and with a motor not exceeding 6 volts.
- use of mechanical fitness equipment.
- activities that take place beneath the surface of the ground such as caving and potholing.
- any racing or time trial other than those on foot which do not take place on public roads.
- liability in respect of the provision of medical treatment or by the supply of medicines or drugs.
- liability in respect of authorised or unauthorised transmission of electronic data, the content of any website, your email, intranet or extranet, erasure, loss, distortion, corruption or alteration of electronic data or any loss of use resulting in reduction of functionality, failure of electronic, electromechanical data processing or electronically controlled equipment or electronic data to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date and any second-hand or pre-owned products supplied by you that do not meet the standards under current statutory safety legislation.

Additional conditions also apply to the following activities: horse riding; swimming; and visiting instructors or demonstrators.

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

# Treatment Liability for Registered Providers section

## Treatment Liability for Registered Providers – Summary

This is a summary of the Treatment Liability for Registered Providers section of the policy.

This section of the policy provides an indemnity for your legal liability for personal injury to third parties caused by error or omission in the provision of medical treatment, care that has not been prescribed by a qualified medical or dental practitioner or the supply of medicines or drugs whether prescribed or otherwise.

Treatment Liability for Registered Providers is provided automatically to Registered providers up to the limit of indemnity selected for the Public and Products Liability Section.

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

## Treatment Liability for Registered Providers – Conditions Precedent

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

- Registration.
- Treatment.

## Treatment Liability for Registered Providers – Significant or unusual exclusions or limitations

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

- liability arising from the provision of medical treatment when prescribed by a medical practitioner who is a principal, director or employee of yours, surgery, diagnosis other than by a qualified registered nurse and the prescription of any drugs or medicines.
- liability arising out of abuse.
- liability for which **you** are entitled to indemnity under any other insurance.
- fines, penalties or liquidated, punitive or exemplary damages.

You must comply with the terms of registration of the appropriate Registering Authority.

Whenever medication is administered or supplementary health support procedures are provided to service users or children in your care you must comply with all relevant requirements of any government statutory or licensing authority.

Please read the Treatment Liability for Registered Providers section, General Exclusions, General Terms and Claims Conditions and Requirements for full details of the cover.

# Treatment Liability for Unregistered Providers section

## Treatment Liability for Unregistered Providers – Summary

This is a summary of the Treatment Liability for Unregistered Providers section of the policy.

This section of the policy provides an indemnity for your legal liability for personal injury to third parties caused by error or omission in the provision of medical treatment, care that has not been prescribed by a qualified medical or dental practitioner or the supply of medicines or drugs whether prescribed or otherwise.

Treatment Liability for Unregistered Providers is provided automatically to Unregistered providers up to the limit of indemnity selected for Public and Products Liability section.

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

## Treatment Liability for Unregistered Providers – Conditions Precedent

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

- Treatment - Drugs and Medicines.
- Treatment —Supplementary Healthcare Procedures.

## Treatment Liability for Unregistered Providers – Significant or unusual exclusions or limitations

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

- liability arising from the provision or administering of any treatment other than first aid treatment, the administration of drugs and medicines strictly in accordance with the 'Treatment – Drugs and Medicines' condition and the administration or provision of oxygen, tube feeding, cleaning and changing of tube feeding or tracheotomy/tracheostomy tubes and emptying/changing stoma bags strictly in accordance with the 'Treatment —Supplementary Healthcare Procedures' condition.
- liability arising out of abuse.
- liability for which **you** are entitled to indemnity under any other insurance.
- fines, penalties or liquidated, punitive or exemplary damages.

Administration of drugs or medicines takes place only under the strict conditions outlined in the policy wording.

Administration or provision of oxygen, tube feeding, cleaning and changing of tube feeding or tracheostomy /tracheotomy tubes and emptying/ changing stoma bags takes place only under the strict conditions outlined in the policy wording.

Please read the Treatment Liability for Unregistered Providers section, General Exclusions, General Terms and Claims Conditions and Requirements for full details of the cover.

# Professional Indemnity section

## Professional Indemnity – Summary

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

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

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

Cover is up to the limit of indemnity stated in the schedule for all claims notified during the period of insurance. Higher limits may be available on request.

Professional Indemnity cover is provided automatically for Executive, Essential and Extra (other than for Indoor Play where it is optional).

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

## Professional Indemnity – Extensions

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

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

## Professional Indemnity – Conditions Precedent

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

- Conduct of Claims
- Discovery of a Claim or Circumstance

## Professional Indemnity – Significant or unusual exclusions or limitations

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

- claims caused by or contributed to by any act, error or omission which is dishonest, fraudulent, criminal or malicious.
- claims or circumstances that you are aware of that have been or should have been reported to a previous policy.
- bodily injury or property damage other than as provided for under Loss of or Damage to Documents extension, but this extension will not cover damage to documents stored on magnetic or electrical media unless such documents are duplicated on magnetic or electrical media to be used as the basis for restoring the documents to their original status.
- medical malpractice.
- actual or attempted sexual relations, sexual conduct or intimacy, sexual harassment or sexual exploitation.
- any claim arising out of a statement you knew, or ought reasonably to have known, was libellous or slanderous at the time it was made or any claim arising from personal spite or ill will or reckless behaviour.

The applicable excess.

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

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

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

If you receive a letter of claim, you must give notice in writing to us as soon as practicable and in any event within seven (7) working days from receipt of such letter of claim and not later than the expiry of the period of insurance.

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

Any circumstance notified to us during the period of insurance which subsequently gives rise to a claim after expiry of this insurance will be deemed to be a claim first made during the period of insurance.

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



# Directors', Trustees' and Officers' Liability section

## Directors', Trustees' and Officers' Liability – Summary

This is a summary the Directors', Trustees' and Officers' Liability section of the policy.

This section of the policy covers legal defence costs and damages awarded against you or your directors, trustees or officers arising from a wrongful act by them in the course of their duties as a director, trustee or officer.

Cover is up to the limit of indemnity stated in the schedule.

Directors', Trustees' and Officers' cover is an automatic cover if you select Nursery cover. It is an optional cover for all other trades.

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

## Directors', Trustees' and Officers' Liability – Extensions

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

- Emergency Costs and Expenses – costs and expenses if our prior consent to authorise you to incur costs cannot be reasonably obtained before defence costs are incurred.
- Extended Reporting Period – provides an option for an extended claims reporting period subject to the conditions outlined in the policy wording.
- Legal Representation – costs incurred for representation at any official examination, enquiry, investigation or other proceedings ordered or commissioned by a body legally empowered to investigate your affairs, providing the claim has been notified to us during the period of insurance.
- Outside Organisations – covers indemnity to an insured person for any wrongful act committed in the capacity as a director, officer, governor, committee member or trustee of any voluntary not for-profit charitable organisation, other than you or any subsidiary registered, domiciled or incorporated in the territorial limits.
- Pollution or Contamination Defence Costs – defence costs incurred by the insured person as a result of any claim arising from pollution.
- Retired Insured Persons – covers an insured person who retires prior to the date of non-renewal of this section during the run off period.

## Directors', Trustees' and Officers' Liability – Conditions Precedent

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

- Defence of Claims
- Notice of Circumstance or Claim

## Directors', Trustees' and Officers' Liability – Significant or unusual exclusions or limitations

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

- bodily injury and property damage.

- fraud, dishonesty and illegal profits.
- claims against you or circumstances which might give rise to a claim, known to you, or any other insured person, before the start of this cover.
- medical malpractice.
- actual or attempted sexual relations, sexual contact or intimacy, sexual harassment or sexual exploitation.

You and/or the insured person must give us such information and co-operation as we require and must not disclose to anyone the existence of this insurance without our prior written consent, unless required to do so by law or court order;

You and/or the insured person must not admit liability for or attempt to settle any claim or incur defence costs without our prior written consent.

You and/or the insured person must not take action that might or will prejudice us.

At any time we will be entitled to take over and conduct in the name of the insured person or you the defence or settlement of any claim or to prosecute in the name of the insured person or you any claim for payment, indemnity or damages or otherwise against any third party.

You and/or the insured person must give written notice to us as soon as possible of any circumstances which might reasonably be expected to give rise to a claim, including full particulars a. Any subsequent claim arising out of the notified circumstances will be deemed to have been made at the time of notice to us. You and/or the insured person must give written notice as soon as possible and in any event within 30 days of the end of the period of insurance of any claim.

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

# Legal Expenses

## Legal Expenses – Summary

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

This section of the policy provides cover for your legal costs and expenses up to the Limit of Indemnity stated in the schedule.

Legal Expenses cover is provided automatically for Executive, Essential and Extra.

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

## Legal Expenses Helplines

As a Childcare and Business Combined policyholder the following helpline services are automatically available to you:

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

## Legal Expenses – Insured Events

- Compliance & Regulation - covers appeals against statutory notice issued against your business, or defence of a civil action brought about under the Data Protection regulations, etc.
- Contract & Debt Recovery costs.
- Crisis Communication - provides access to professional public relations support and crisis communication services to manage adverse media publicity and reputational exposure.
- Employment Restrictive Covenants (defence) costs - covers a dispute with another party who alleges that you have breached their legal rights protected by a restrictive covenant.
- Identity Theft.
- Legal Defence.
- Loss of Earnings - covers loss of earnings resulting from court / tribunal attendance.
- Partnership disputes.
- Personal Injury.
- Property.
- Statutory Licence Appeals.
- Tax disputes.

### **The following are only covered if Employers' Liability is also covered**

- Employees' Compliance & Regulation.
- Employment disputes.
- Employment Compensation Awards.
- Employment Restrictive Covenants.
- Executive Suite - covers principals, executive officers, directors or partners of your business for HRMC enquiries into their personal tax affairs, etc.

- Service Occupancy - covers a dispute relating to material property which you own or is your responsibility which you wish to recover from an employee or ex-employee.
- Tax Compliance Disputes.

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

- It must always be more likely than not that your claim will be successful.
- You must report your claim as soon as you become aware of the circumstances that could lead to a claim.
- Unless there is a conflict of interest we will choose an appointed advisor until proceedings need to be issued or in any claim dealt with by an Employment Tribunal.
- Legal costs, expenses, and compensation awards incurred before we accept a claim.
- The insured event must occur during the period of insurance.
- Employment does not provide cover for pursuing an action other than an appeal or a pension scheme where actions are brought by ten or more employees or ex-employees.
- Employment Compensation Awards does not provide cover for money due to an employee under a contract of service.
- In respect of Employment Restrictive Covenants the restrictive covenant must:
  - be designed to protect your legitimate business interests, for a period not exceeding 12 months
  - be evidenced in writing and signed by your employee or ex-employee.
- Tax Disputes does not cover claims arising from:
  - tax returns which are submitted late, or for any other reason, result in HMRC imposing a penalty, or which contain careless and/or deliberate misstatements or omissions
  - an investigation by the of Fraud Investigation Service of HMRC
  - circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to your assets, monies or wealth outside of the United Kingdom.
- In respect of Property the claim must relate to:
  - a contract between you and a third party
  - compulsory purchase, demolition restrictions, controls or permissions placed on land or property by any government, local or public authority.
- Legal Defence cover will not apply to a parking offence.
- Personal Injury will not provide cover for any claim arising from or relating to a condition, illness or disease which develops gradually over time.
- Crisis Communication will not provide cover for:
  - matters that should be dealt with through your complaints procedures
  - a matter that has not actually resulted in adverse publicity
  - costs incurred in excess of £25,000 per claim.
- Contract and Debt Recovery will not provide cover for:
  - the letting, leasing or licensing of land or buildings where you act as the landlord
  - the sale or purchase of land or buildings
  - loans, mortgages, endowments, pensions or any other financial product
  - a breach or alleged breach of a professional duty by you
  - the settlement payable under an insurance policy

- adjudication or arbitration
- a dispute relating to an employee or ex-employee
- an amount which is less than £200.

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

# Portable Equipment section

## Portable Equipment – Summary

This is a summary of the Portable Equipment section of the policy.

This section of the policy provides cover for accidental loss or destruction of or damage to specified and unspecified items within the territorial limits of the United Kingdom, the European Union or worldwide.

Portable Equipment cover is not available if you have selected the Essential package.

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

## Portable Equipment – Extensions

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

- Overnight Theft From Vehicles – covers damage by theft or attempted theft to children's toys, play and educational equipment contained in an unattended vehicle overnight or after the completion of any working day of the driver.

## Portable Equipment – Significant or unusual exclusions or limitations

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

- wear tear and gradually operating causes.
- theft or attempted theft from any unattended vehicle overnight or after the completion of any working day of the driver.
- damage caused by mould, mildew or other microorganism of any type.
- storm or flood unless the property is contained in an enclosed vehicle or in a building.
- theft or attempted theft from any unattended vehicle unless:
  - all windows and other openings have been closed, all doors have been secured and any other protective devices put into full and effective operation and any property insured by this Section is stored within the vehicle either within:
  - the closed glove compartment of the vehicle; or
  - the locked boot of a saloon car; or
  - the luggage space at the rear of an estate car or hatchback under the top cover and out of view; or
  - the enclosed storage compartment of a van of a fully enclosed and rigid type.
- breakage of brittle articles unless forming part of photographic equipment.
- theft or attempted theft from any unattended building which does not involve forcible and violent entry to or exit from the building.

The applicable excess.

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

# Equipment Breakdown section

## Equipment Breakdown – Summary

This is a summary of the Equipment Breakdown section of the policy.

This section of the policy covers against accident to covered equipment and is subject to a maximum liability of £5,000,000.

Equipment Breakdown is an automatic cover for the Executive Package.

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

## Equipment Breakdown – Extensions

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

- Additional Access Costs.
- Anchor Location – covers financial loss caused by or resulting from an accident to property at an anchor location.
- Away From Premises.
- Business Interruption – covers financial loss caused by or resulting from an accident to covered equipment which occurs at your service providers premises (only if the Business Interruption Section is insured).
- Computer Equipment – covers costs incurred as a result of an accident to computer equipment at the premises.
- Damage to Own Surrounding Property.
- Debris Removal.
- Energy Efficiency Improvements.
- Expediting Expenses.
- Hazardous Substances.
- Hire of Substitute Item.
- Public Authorities/Law or Ordinance.
- Public Relations Costs – covers the cost, where there has been financial loss for services of a professional public relations first to assist in creating and disseminating communications to the media, the public or to your customers and clients.
- Repair Costs Investigation.
- Storage Tanks & Loss of Contents.

## Equipment Breakdown – Special Conditions

You must back up original data at least every 7 days and take precautions to make sure that all data is stored safely. If a service provider processes or stores data for you, you must make sure that the terms of the contract with the service provider allows for data to be backed up in line with this requirement.

You must exercise due diligence in complying with any statute or order and ensuring that your items are properly maintained and used in accordance with manufacturer's recommendations and take reasonable precautions to prevent loss or damage.

## Equipment Breakdown – Significant or unusual exclusions or limitations

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

- loss or damage caused by or resulting from a hydrostatic pneumatic or gas pressure test of any boiler or pressure vessel or an insulation breakdown test of any type of electrical equipment.
- loss or damage to data or computer media of any kind caused by:
  - programming error or programming limitation.
  - loss of data (other than as specifically provided for under the Reinstatement of Data extension and Computer Increased Costs of Working extension).
  - loss of access.
  - loss of use.
  - loss of functionality.
- loss or damage caused by depletion, deterioration, corrosion, erosion, wear and tear or other gradually developing conditions but this shall not exclude resultant loss or damage as insured by this section.
- loss or damage caused by any condition which can be corrected by resetting, calibrating, realigning, tightening, adjusting or cleaning or by the performance of maintenance but this shall not exclude resultant loss or damage as insured by this section.
- damage recoverable under maintenance agreements, warranties or guarantees.
- any claim, cost or loss caused by or resulting from your commercial decision to stop trading, or the decision of a service provider to stop or reduce trade with you or restrict services.

The applicable excess.

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



# Business Interruption section

## Business Interruption – Summary

This is a summary of the Business Interruption section of the policy.

This section of the policy provides cover for loss resulting from interruption of or interference with the business carried on by you at the premises in consequence of any damage to any property insured or to any other property used by you for the purposes of the business and occurring at the premises.

Cover can be provided for Gross Revenue, Gross Rent Receivable, Additional Increase in Cost of Working or Increase in Cost of Working.

Business Interruption cover is not available if you have selected the Essential or Extra package.

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

## Business Interruption – Extensions

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

- Alternative Accommodation – covers additional costs for similar comparable alternative residential accommodation following damage.
- Book Debts.
- Compulsory Closure.
- Contract Sites.
- Dependent Children – covers the costs of wages paid to temporary employees hired solely to replace employees who you have allowed time off work for the purpose of providing care to a dependent child with a terminal illness.
- Documents and Computer System Records – covers loss resulting from interruption of or interference with the business caused by damage (of a type and by a cause that would be covered under this policy were it to happen at your premises) to deeds and other documents, manuscripts, plans and writings of every description, books and computer system records whilst temporarily removed from the premises or stored at the home of any authorised official or at a self-contained unit in a storage facility.
- Essential Employees – covers additional expenditure necessarily and reasonably incurred by you caused by the death of any of your principals, directors or partners or temporary total disablement or permanent total disablement of any of your principals, directors or partners.
- Exhibition Sites – covers interruption of or interference with the business caused by damage (of a type and by a cause that would be covered under this policy were it to happen at your premises) at any trade show or exhibition location not stated in the schedule at which you are participating as an exhibitor.
- National Lottery – covers interruption of or interference with the business caused by an employee or employees terminating their employment with you as a direct result of a confirmed win on the National Lottery.
- Prevention of Access – covers interruption of or interference with the business in consequence of damage to property within 1 kilometre of the premises which prevents or hinders access to the premises.
- Property in Transit – covers loss resulting from interruption of or interference with the business directly and solely caused by damage (of a type and by a cause that would be covered under this policy were it to happen at your premises) to property insured whilst in transit by road, rail or inland waterway.
- Public Utilities.

- Suspension of Employees.

### Business Interruption – Significant or unusual exclusions or limitations

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

- loss arising from any interruption of or interference with the business not caused by damage, other than as described in the 'Compulsory Closure', 'Dependent Children', 'Essential Employees', 'National Lottery' and 'Suspension of Employees' extensions.
- loss caused by damage excluded by the 'Property Damage' section.
- loss if your interest in the business ceases other than by death or the business is wound up, insolvent or permanently discontinued.

In calculating your loss we will take into account the trends of the business and amounts received for goods sold or services rendered remotely, or via the internet from the premises or elsewhere.

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

# Loss of Registration Certificate section

## Loss of Registration Certificate – Summary

This is a summary of the Loss of Registration Certificate section of the policy.

This section of the policy provides cover for a reduction in gross revenue, an increase in cost of working or a depreciation in the value of your business following cancellation of your registration certificate by your registering authority.

Loss of Registration Certificate is an optional cover under the Executive Package for all Registered Providers other than Nursery where this is included automatically.

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

## Loss of Registration Certificate – Extensions

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

- Temporary Suspension of Registration Certificate - covers the consequential reduction in gross revenue and the increase in cost of working in the event of your registration certificate being suspended.

## Loss of Registration Certificate – Conditions Precedent

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

- Complaints, Convictions and Objections
- Supply of Information and Assistance

## Loss of Registration Certificate – Significant or unusual exclusions or limitations

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

- loss resulting from any cause wholly or partly within or under your control
- loss if you are entitled to obtain statutory compensation
- loss if the loss the registration certificate is cancelled or suspended due to any town or country planning, improvement, redevelopment or compulsory purchase order or the surrender, reduction or re-distribution of registration certificates in connection with any such order
- loss arising from any change in the law
- loss if the business is wound up, carried on by a liquidator or permanently discontinued
- loss if your interest in the premises or the business ceases other than by your death.

You must advise us immediately you become aware of any circumstances advised to your registering authority which may endanger your registration certificate or proceedings against or conviction of you or the registration certificate holder for any breach of the law or other matters.

Any amount paid under the Temporary Suspension of Registration Certificate extension will be deducted from any subsequent amount payable of any claim for cancellation of the registration certificate.

Please read the Loss of Registration Certificate section, General Exclusions, General Terms and Claims Conditions and Requirements for full details of the cover.

# Personal Accident section

## Personal Accident – Summary

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

This section of the policy may provide compensation if an insured person sustains bodily injury due to an accident during the period of insurance at the operative time specified in the schedule that results in death, loss of limb, loss of sight, hearing or speech or permanent or temporary total disablement.

Personal Accident cover for officials is included on the Executive Package and is available under the Extra and Essential Packages.

Personal Accident cover for participants is automatically included under the Executive Package other than for Indoor Play and Childcare Agencies where this cover is not available.

Personal Accident cover for participants is also available under the Extra and Essential Packages.

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

## Personal Accident – Extensions

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

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

## Personal Accident – Significant or unusual exclusions or limitations

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

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

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

The Claim Assistance and Claims Evidence conditions must be complied with by you and any official (as applicable).

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

# Money section

## Money – Summary

This is a summary of the Money section of the policy.

This section of the policy provides cover for loss of business money and compensation in the event of an insured person being injured as a direct result of theft or attempted theft of money.

Money cover is automatically included under the Executive and Extra Packages.

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

## Money – Extensions

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

- Additional Settings.
- Credit Cards.
- Officials' Personal Money (not available for Extra).
- Personal Effects.
- Safes (not available for Extra).
- Personal Assault Special Extension – covers you or your legal representative in the event of an official sustaining bodily injury as a direct result of theft or attempted theft of money in the course of business during the period of insurance that results in in death, loss of limb, loss of sight, hearing or speech or permanent total disablement (our liability will not exceed £25,000) or temporary total disablement (our liability will not exceed £250 per week).

## Money – Conditions Precedent

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

- Carrying and accompaniment Conditions
- Money on the Premises
- Records
- Safes

## Money – Significant or unusual exclusions or limitations

The policy document contains a number of exclusions and limitations which applies to the cover and its extensions. Some of the more significant exclusions and limitations applying are listed below. QBE will not be liable under this section in respect of:

- clerical or accounting errors or shortages due to error or omission.
- any loss due to the fraud or dishonesty of any official unless the loss is discovered within seven working days.
- loss from any unattended vehicle.
- loss caused by dishonoured cheques or by the use of counterfeit money
- in respect of the Personal Assault Special Extension this section will not cover:

- illness or disease not resulting from bodily injury or suffering from bodily injury due to any gradually operating cause.
- intentional self-injury, provoked assault or wilful exposure to needless peril (except in an attempt to save human life).
- the influence of intoxicating liquor or drugs.

The applicable excess.

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

# Employee Dishonesty section

## Employee Dishonesty – Summary

This is a summary of the Employee Dishonesty section of the policy.

This section of the policy provides cover for the direct loss of your money or property belonging to you by any of your employee's arising from fraud, dishonesty or theft.

Employee Dishonesty is provided automatically for all Executive Packages other than Indoor Play where it is optional.

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

## Employee Dishonesty – Extensions

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

- Auditors Fees.
- Reinstatement of Electronic Data Cover.

## Employee Dishonesty – Conditions Precedent

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

- Claims (actions by you) Money on the Premises
- Controls

## Employee Dishonesty – Significant or unusual exclusions or limitations

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

- unexplained shortages.
- loss of interest or consequential loss of any kind.
- loss caused by employees prior to inception of cover.
- losses arising from unidentified employees.
- loss from any theft of money or property not reported to the police and obtained a crime reference number.
- loss where you continue to employ an employee after discovering a prior act of theft by the same employee.
- loss where you continue to entrust an employee with money or property after discovering circumstances that cast material doubt on the integrity of the same employee.
- loss arising from malicious damage including computer viruses, worms, trojan horses.

The applicable excess.

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



# Terrorism section

## Terrorism – Summary

This is a summary of the Terrorism section of the policy.

This section of the policy provides cover for certain losses due to terrorism in the United Kingdom (excluding Northern Ireland, the Isle of Man, the Channel Islands and territorial seas adjacent to England, Wales and Scotland as defined by the Territorial Sea Act 1987) which would be covered under the other sections of the policy if those losses were not excluded. This does not include certain cyber-related terrorism losses or losses caused by war.

Terrorism cover is usually available where cover for Property and/or Business Interruption in the territorial limits has been selected.

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

## Terrorism – Significant or unusual exclusions or limitations

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

- damage or consequential loss directly or indirectly caused by:
  - riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
  - damage to any computer system or any alteration, modification, distortion, erasure or corruption of data except in certain circumstances caused by virus or similar mechanism, hacking, phishing or denial of service attack.

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

# Cyber section

## Cyber – Summary

This is a summary of the Cyber section of the policy.

This section of the policy provides cover for cyber risks which could be damaging to your business and reputation. You can choose from the different options of cover available to ensure you get the right protection that you require for your business.

Cover is available for: Cyber Liability; Data-Breach Expense; Computer System Damage, Data, Extra Cost and Business Income; and, Cyber Crime.

The options of cover available are:

- Option 1
  - Cyber Liability.
  - Data-Breach Expense.
- Option 2
  - Cyber Liability.
  - Data-Breach Expense.
  - Computer System Damage, Data, Extra Cost and Business Income.
- Option 3
  - Cyber Liability.
  - Data-Breach Expense.
  - Computer System Damage, Data, Extra Cost and Business Income.
  - Cyber Crime.

Cyber cover is available for all packages.

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

## Cyber – Extensions

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

- Fines and Penalties

## Cyber – Significant or unusual exclusions or limitations

The policy document contains a number of exclusions and limitations which applies to the cover and its extensions. Some of the more significant exclusions and limitations applying are listed below. QBE will not pay for claims, loss, liability or defence costs arising out of or in respect of:

- betterment, meaning replacing or restoring your computer system to a level beyond that which existed prior to any claim or loss.
- bodily injury or property damage.
- breach of legislation / anti-trust.
- claims against you by your parent or subsidiary company, or any entity in which you have an executive interest or an interest of greater than 15% of the issued share capital.
- deliberate acts by you.

- contractual liability.
- occurrences before the retroactive date, or which were notified to a prior year policy or known to you before inception of this policy.
- false advertising on your media content.
- fines and penalties (except where insurable under the Regulatory Defence Costs extension).
- claims by your franchisee.
- use of any gaming, gambling or lottery.
- government intervention (except where insurable under Regulatory Defence Costs).
- inaccurate pricing of goods, products or services.
- your insolvency.
- employment liability.
- management liability.
- natural perils causing physical damage to property.
- ordinary payroll costs (except in relation to Business Interruption).
- the infringement of any patent or unauthorised use of trade secrets.
- your acting as trustee, fiduciary or administrator or your own pension, profit sharing or employee benefits programme.
- pollution, asbestos or electromagnetic fields.
- products liability.
- any act, error or omission in rendering or failure to render professional services.
- return of fees or commission.
- theft (except where covered under the Cyber Crime cover if applicable).
- trading loss and liabilities.
- unlicensed Software.
- unsupported systems.
- failure, disturbance or outage or utility service provider (such as internet access or telecommunications systems).
- war and terrorism (as defined in the General Exclusions section).

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

# Trustees' and Officers' Financial Liability section

## Trustees' and Officers' Financial Liability – Summary

This is a summary of the Trustees' and Officers' Financial Liability section of the policy.

This section of the policy provides cover for the trustees or officers of unincorporated charities or unincorporated associations against financial losses they may be held individually liable for, such as in the event of the charity or association going insolvent through any cause outside their control. Cover is up to the limit of indemnity stated in the schedule.

Trustees' and Officers' Financial Liability an optional cover available for all packages.

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

## Trustees' and Officers' Financial Liability – Extensions

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

- Auditors Fees
- Reinstatement of Electronic Data Cover

## Trustees' and Officers' Financial Liability – Conditions Precedent

The Trustees' and Officers' Financial Liability cover includes conditions precedent. We will only indemnify you under this section if you comply with these terms. Please refer to the section for full details of the requirements of the following conditions precedent.

- Notice of Claim

## Trustees' and Officers' Financial Liability – Significant or unusual exclusions or limitations

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

- any shortfall resulting from dishonoured cheques, use of counterfeit money, clerical/accounting errors or shortages due to error or omission.
- cessation of trading or shortfall caused by fraud, embezzlement, misappropriation or other criminal act of any trustee or officer.
- losses arising from the closure of the business within the first 6 months from inception date of the cover provided by this section.
- the applicable excess.

You must notify us of any possible claim within 30 days of your business ceasing to trade and submit a claim with full particulars.

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

# Loss of Licence section

## Loss of Licence – Summary

This is a summary of the Loss of Licence section of the policy.

This section of the policy provides cover in respect of forfeiture, suspension, withdrawal or refusal to renew the licence granted by the relevant licensing authority for the retail sale of intoxicating liquor at the premises.

Cover is provided for the loss of gross income, reasonable additional expenditure incurred in maintaining the gross income and depreciation in value of the premises if a new licence for the premises cannot be obtained within 12 months.

Loss of Licence is an optional cover available only under the Executive Package for Indoor Play centres and Community Groups.

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

## Loss of Licence – Extensions

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

- Costs and Expenses – covers legal costs and expenses incurred with our written consent in connection with any proceedings or appeal against the withdrawal of or refusal to renew the licence.

## Loss of Licence – Conditions Precedent

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

- Change in Circumstances
- Forfeiture or Refused Renewal

## Loss of Licence – Significant or unusual exclusions or limitations

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

- loss if you are entitled to obtain statutory compensation.
- death or insolvency of the licence holder or the licence holder being declared mentally incapable.
- withdrawal or refusal to renew as a result of any scheme of town or country planning, improvement or redevelopment.
- failure to comply with any direction or requirement of the licensing or other authority.
- any alterations to the premises without the required consent of the appropriate authority.
- forfeiture or refusal to renew the licence wholly or partly through your misconduct, connivance, neglect or omission or by your failure to take any steps necessary for keeping the licence in force.

You must immediately notify us in writing and provide information and assistance we require on becoming aware of any: (a) notice, caution or complaint against the premises or the control of the business at the premises or against any licence holder, manager, tenant, designated premises supervisor or other occupier of the premises; (b) proceedings against or conviction of the licence holder, manager, tenant or occupier of the premises, for any breach of the licensing law or any other matter whatsoever where the character or reputation of the person concerned is affected or called into question with respect to their honesty, moral standing or sobriety; (c) change in the tenancy or management of the premises; (d) transfer or proposed transfer of the

licence; (e) alteration in the purpose for which the premises are used; (f) objection to renewal or other circumstances which may endanger the licence or its renewal.

In the event of the licence being forfeited, suspended, withdrawn, lapsed or refused renewal. You must: (a) notify us on the next working day (or if such occurrence happens on the weekend or a bank holiday, then the next day our head office is open) on becoming aware of the forfeit of, suspension of, withdrawal of, lapsing of or refusal to renew the licence, explaining the grounds upon which the licence was forfeited, suspended, withdrawn, lapsed or refused renewal; (b) give us access to the premises and your books that we require to quantify the amount payable under this section; (c) give all necessary assistance to us to appeal against the forfeiture, suspension, withdrawal, lapsing or refusal to renew the licence; (d) if required by us, apply for the grant of a new licence for the same or for alternative premises to enable the continuance of the business or of a similar business.

In calculating your loss under this section we will take into account the trends of the business and amounts received for work done or services provided elsewhere than at the premises.

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

# General Exclusions

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

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

- Aircraft Travelling at Supersonic Speeds.
- Confiscation – confiscation, nationalisation, requisition or expropriation of property by any acts of any government or public, municipal, local or customs authority.
- Cyber Risks – cyber act or cyber incident, as defined in the policy, loss of use, reduction in functionality, repair, replacement, loss or theft of any data, unless specifically provided for by a section of the policy.
- Radioactive Contamination and Weapons – hazards such as the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear, chemical biological bio-chemical or electromagnetic weapons.
- War and Terrorism – an act of war or act of terrorism unless covered by the Terrorism section.
- Communicable Disease – a communicable disease or the treat of a communicable disease
- Gradually Operating Causes – wear, tear or any gradually operating cause.
- Northern Ireland – riot, civil commotion and (except in respect of damage or any expense caused by fire or explosion) strikers, locked out workers or persons taking part in labour disturbances or malicious persons happening in Northern Ireland.
- Pollution – unless such pollution is caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during the period of insurance.
- Process of Heat – property undergoing any process involving the application of heat.
- Theft by Principals – theft or attempted theft where you or any director, partner or employee or any member of your family or household are concerned as principal or accessory.
- Unexplained Losses – disappearance, unexplained loss, inventory shortage, misfiling or misplacing of information.
- Vacant Premises – theft or attempted theft, malicious damage, leakage of water, leakage of oil or breakage of glass or sanitary ware, during any period when the premises are vacant or unfurnished.
- Electronic risk – the content of any website, your email, intranet or extranet or the failure of electronic, data or equipment to correctly recognise, process or operate due to a failure to recognise any given date.

# General Claims Conditions and Requirements

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

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

## Notification conditions

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

## Other Claims Conditions

- No admission of liability

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

- Your other duties

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

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

- Our Rights

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

- Subrogation

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



# General Terms and Information

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

## Average

The policy contains an 'Average' condition. When you make a claim, if at the time of loss the total sum insured is less than 85% of the total value of the property insured the amount you are able to claim under this policy will be reduced and we will bear only that proportion of the loss which the total sum insured bears to the total of the property insured. This is explained in the Policy Guide section of the policy under the heading 'Setting your sums insured'.

## Excess

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

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

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

## Cancellation

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

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

provided that there have been;

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

during the current period of insurance.

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

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

## Premium payment

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

## Other restrictions

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

## Important Information - Insurance Act 2015

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

## Governing law and jurisdiction

As set out in the General Terms section of the policy.

## Complaint procedure

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

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

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

Exchange Tower,  
London,  
E14 9SR.

Tel: +44 (0)800 023 4567

## Compensation

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

PO Box 300,  
Mitcheldean,  
GL17 1DY.

## Your insurer

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

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

Head Office and registered address:

30 Fenchurch Street,  
London,  
EC3M 3BD.

Tel: +44 (0)20 7105 4000

You may check these details by visiting the FCA's website or by contacting the FCA on +44 (0)800 111 6768.

## Your Legal Expenses section insurer (if insured)

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

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

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

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



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