

KEY FACTS

# Markel Care

**A solution for organisations providing care, support and education**

[www.markelcare.co.uk](http://www.markelcare.co.uk)



# Markel Care: A bespoke sector proposition for care, support and education organisations

We have extensive experience of the UK's care sector, meaning we understand the unique risks faced by those in the industry.

Using this experience, we've specifically designed Markel Care for organisations that provide services to vulnerable adults and children.

Markel Care comes with additional services as standard to help our care policyholders navigate their everyday challenges. When we say Expect More, we mean it.

As a Markel Care policyholder, these inclusive benefits include:



## SPECIALIST CARE PRACTITIONER CONSULTANCY

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Bespoke care practitioner consultancy is available to Markel Care policyholders, either on-site or desktop, on a range of regulatory, risk and commercial matters. We recognise that smaller companies and traders do not necessarily have the in-house personnel to advise and assist in their decision making.

We have 25 specialist care practitioners from across all client groups who not only understand the key issues being faced across the sector, but can also provide bespoke sector-specific support to those caring for vulnerable adults and children.



## LEGAL ADVICE LINE

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Markel Care policyholders can benefit from Markel's 24/7 legal helpline, with access to 40 qualified solicitors who can assist care organisations with legal issues they face on a regular basis. The helpline advises on over 200,000 queries a year.

For policyholders that have opted to purchase Employment Law Protection (ELP) cover, Markel offers separate employment law

advice to help prevent a claim on a wide range of employment law disputes.

These services help protect care organisations by advising on a range of employment law issues, including disciplinary and grievance procedures, recruitment and dismissals, performance and conduct management processes, unlawful discrimination, and redundancy.



## LAW HUB

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We understand that care organisations can face a wide range of challenges. Law Hub provides assistance to deal with the everyday legal issues around employment, health and safety, trading and contracts, cyber and data, debt and insolvency. Our legal portal, Law Hub provides practical DIY templates and guidance around these topics, as well as having a dedicated care section.

Law Hub is written and created by our team of expert solicitors who have a huge wealth of experience advising on legal issues.

For more information on how to access these inclusive benefits, please refer to your policy wording.

# Key facts

## Social welfare

Professional liability, management liability, entity defence employment law protection and fidelity covers are on a 'claims made' basis **which provides cover for claims which are made and notified to us during the Period of Insurance**

### Cover

#### A – Your Responsibility to third parties

##### Public liability / Products liability

Covers

##### Public liability

your legal liability for injury (including abuse) to any person (other than employees) and/or loss or damage to property; libel, slander and defamation; wrongful arrest etc; trespass or nuisance arising from your business and occurring within the European Union during the period of insurance

##### Products liability

your legal liability for injury, loss or damage arising from the sale, supply etc of goods or products from within the UK and occurring during the period of insurance.

Claims against you must be brought within the UK.

At your request cover extends to certain other persons including volunteers under your direct control.

The limit of indemnity under the public liability section applies to each claim; the total amount payable in the period of insurance is unlimited.

Under the products liability the limit applies to each claim and in total for the period of insurance.

An excess will apply under the public liability section in respect of claims for loss or damage to property.

Principal extensions under this section include:

- costs incurred with our agreement in using public relations specialist to deal with adverse press, publicity or media attention following alleged abuse etc, death or injury or the disappearance, misplacing or abduction of any person in your care (maximum £25,000 which is in addition to the limit of indemnity)
- legal costs and expenses in defending any criminal proceedings brought for a breach of the Health and Safety at Work Act (maximum £500,000 inclusive of limit)
- consumer Protection Act and Food Safety Act defense costs cover
- defective Premises Act cover
- oversees personal liability cover
- Data Protection Act cover.

##### Professional liability

Covers your legal liability for any civil liability\* arising from advocacy, assessments, consulting work, counselling, design and implementation of care programmes, diagnosis, education, teaching and training, investigations, publishing, remedial treatment, and research undertaken in connection with your business.

Claims against you must be brought within the UK

At your request cover extends to certain other persons including volunteers under your direct control.

The limit of indemnity applies to each claim (including costs and expenses) and in total for the period of insurance.

An excess will apply to all claims.

Principal extensions under this section:

- costs incurred with our agreement in using public relations specialist to deal with adverse press, publicity or media attention following alleged abuse etc, death or injury or the disappearance, misplacing or abduction of any person in your care (maximum £25,000 which is in addition to the limit of indemnity)

**\*N.B.** a civil liability is any liability you may incur other than a criminal one. It therefore includes, amongst others, negligence, unintentional breach of confidentiality and/or copyright, defamation etc.

##### Management liability

Covers your legal liability as a governor, director, council member, officer or trustee of the organisation.

In addition your legal costs and expenses are covered in respect of

- any investigation
- the defense of any legal action seeking your disqualification as a director
- extradition proceedings (including appeals)

**N.B.** Where the organisation indemnifies you as above, either as required by law or in accordance with its Memorandum or Articles of Association, trust deed etc, then cover extends to reimburse the organisation accordingly.

In addition cover includes:

##### Public relations crisis management

Covering your costs in using public relations specialist to deal with adverse press, publicity or media attention within the United Kingdom following

- the allegation that you have committed a wrongful act
- your successful defence of an allegation of a wrongful act where there is a risk to your livelihood as a consequence of such attention (maximum £25,000 which is in addition to the limit of indemnity)

##### Non-executive directors

An additional 10% of the limit of indemnity available to cover costs and expenses of non-executive directors if all available indemnity is exhausted.

##### Emergency costs and expenses

Retrospective approval of costs and expenses incurred if you are unable to reasonably obtain our prior written consent (up to a maximum of 10% of the limit of indemnity)

Claims against you must be brought within the UK.

The limit of indemnity applies to each claim (including costs and expenses) and in total for the period of insurance.

No excess applies.

##### Entity defence (optional)

##### Public relations crisis management

Covers the entity's costs in using public relations specialist to deal with adverse press, publicity or media attention within the United Kingdom following

- allegations of fraud
- serious injury to employees or members of the public
- dismissal or resignation of member's of the entity's main board of directors, trustees, governors or council members.
- official investigations into the entity's affairs  
Where there is a risk to the entity's business as a consequence of such attention (maximum £25,000 which is inclusive of the limit of indemnity).

### **Identity fraud**

Covers the entity's legal costs and expenses in establishing that someone (other than a director, officer or employee) has fraudulently entered into an agreement with a third party by representing themselves to the entity. Provided the misrepresentation is in connection with the entity's business and is made within the United Kingdom.

### **Investigations**

Covers the entity's legal costs and expenses in respect of an official investigation (other than by HM Revenue & Customs) within the United Kingdom.

### **Corporate manslaughter**

Covers the entity's legal costs and expenses in defending a prosecution brought under the Corporate Manslaughter and Corporate Homicide Act 2007

### **Breach of contract**

Covers the entity's legal costs and expenses in defending a claim within the United Kingdom alleging breach of contract for goods or services provided to a customer.

### **Pollution**

Covers the entity's legal costs and expenses in defending a claim within the United Kingdom alleging that a governor, director, council member, officer, trustee or employee has committed a wrongful act which results in pollution.

### **Taxation**

Covers the legal costs and expenses in our negotiating on behalf of the entity following a tax investigation (including PAYE and VAT) by HM Revenue and Customs and/or in an appeal.

### **Data protection**

Covers the entity's legal costs and expenses in defending a claim following a breach or alleged breach of the Data Protection Act and/or in an appeal.

The limit of indemnity applies to each claim and in total for the period of insurance.

Cover under the Investigations section is subject to a £1000 excess

## **B – Your Responsibility as an employer**

### **Employers liability (optional)**

Covers your legal liability for up to £10,000,000 to employees (including volunteers under your direct control) injured whilst in your employment.

The limit of indemnity (including costs) applies to each claim. The total amount payable in the period of insurance is unlimited.

No excess applies.

Principal extensions under this section:

- Legal costs and expenses in defending any criminal proceedings brought for a breach of the Health and Safety at Work Act (maximum £250,000 inclusive of limit)

### **Employment law protection (optional) (not available in Northern Ireland)**

Covers your legal liability following an employment dispute.

In addition your legal costs and expenses are covered in respect of attendance at any employment or health and safety investigations.

Wide definition of 'employee' to include anyone (including volunteers) deemed by an Employment Tribunal or the Employment Appeals Tribunal to be an employee.

Claims against you must be brought within England, Wales or Scotland.

The limit of indemnity applies to each claim (including costs and expenses) and in total for the period of insurance.

An excess will apply to all claims with a minimum excess of £10,000 in relation to TUPE.

### **Personal accident (optional)**

If any principal, partner, governor, director, council member, member, officer or trustee of yours or any employee (including volunteers under your direct control) is injured as a result of their employment by you, we will pay you either £10,000 or £100 per week for 104 weeks depending on the nature of the injury.

The weekly benefit is not paid for the first two weeks of incapacity.

## **C – Protection of your assets**

### **Fidelity (optional)**

Covers you for:

- loss of money or goods arising from the dishonest or fraudulent acts of employees (including volunteers under your direct control)
- loss of property or funds through computer fraud or fraudulent transfer instructions by third parties (other than employees or volunteers)

The limit applies to each claim and in total for the period of insurance.

An excess will apply to all claims.

### **Property damage (optional)**

Covers your buildings and contents against accidental damage (including theft) on a reinstatement basis (i.e. 'new for old'). (Reinstatement basis does not apply to stock)

Contents sum insured automatically includes £500 personal effects per employee (including volunteers under your direct control), visitor etc and £500 in respect of theft of wines, spirits and tobacco (not for sale).

Cover is subject to a £250 excess.

Principal extensions under this section include:

- professional fees
- automatic cover for new buildings/extensions, new office contents and increases in value due to inflation for:
  - up to 25% of the buildings sum insured or £50,000 whichever is the least, and/or
  - up to 15% of the contents sum insured or £10,000 whichever is the least
- debris removal
- automatic inclusion of bank interest etc
- replacement of locks following theft of keys or service users' keys (for up to £2,500 (lower excess of £25 applies))
- public authorities clause.
- computer breakdown (for up to £10,000).
- incidental theft damage to buildings (covers your responsibility for repairing damage to the buildings following theft or attempted theft of your contents).
- additional metered utility charges (for up to £5,000)
- trace and access
- glass and shop fronts (for up to £2,500)
- Residents effects (for up to £2,500) (lower excess of £50 applies)
- theft of oil (for up to £5,000)
- theft of metal (for up to £5,000)
- bequeathed property (for up to 10% of the buildings sum insured or £250,000 whichever is the least or £50,000 contents maximum £5,000 per item)
- subsidence (an increased excess of £1,000 applies)

### **Business interruption (optional)**

Covers your loss of revenue and/or increase in cost of working for an agreed period due to interruption in your business (rent receivable and/or additional cost of working can be included) following:

- damage which is insured, or would have been insured if you were responsible for insurance under the property damage section
- damage to other property which prevents or hinders your access to your premises
- accidental failure of electricity, gas, water or telecommunications services for more than 24 hours
- restrictions imposed on the use of your premises following an infectious disease, food poisoning, vermin etc on your premises
- murder or suicide at your premises.
- computer breakdown (for up to £5000) No excess applies to this section.

### **Damage to portable property (optional)**

Covers specified items against accidental loss or damage within the United Kingdom for agreed limits on a reinstatement basis of settlement (i.e. 'new for old').

### **Money and personal assault (automatically included if property damage section operative)**

Covers loss of money for fixed limits up to a maximum of

£250,000 for non-negotiable money (crossed cheques, credit card vouchers etc) and £5000 for negotiable money depending on the nature of the loss.

Cover is subject to a £100 excess.

If you, members of your family or employees (including volunteers under your direct control) or members of their family are injured during a robbery or attempted robbery we will pay you either £10,000 or £100 per week for 104 weeks depending on the nature of their injury.

Principal extensions under this section include: Loss of residents' money (for up to £500)

### **Transit (automatically included if property damage section operative)**

Covers damage to your property whilst in transit by any means anywhere within the United Kingdom for up to £5,000 in any one period of insurance.

Cover is subject to a £100 excess.

### **Refrigerated Stock (automatically included if property damage section operative)**

Covers damage to foodstuffs, medicines, and drugs in your refrigerating machines for up to £2500 in any one period of insurance.

Cover is subject to a £100 excess.

### **Cyber and data risks (optional)**

Covers you for:

#### **Data loss**

Covers costs reasonably incurred by you in the 90 days following your first discovery of a data breach\* to

- contain, recover and assess the data breach
- comply with any UK requirements to establish credit monitoring, identity theft or similar mitigation services
- comply with any UK requirements to notify third parties (or employees) of any data breach (and, where there is no such requirement, to notify such persons where this will mitigate or avoid a loss under the data liability section of the policy)

#### **Data liability**

Covers your legal liability for damages and costs following a data breach.

### **Cyber loss**

Covers costs reasonably incurred by you to restore, replace, rebuild or reinstate your computers following a hacking incident or denial of service attack that are specifically targeted at you

- to contain, mitigate or pay a ransom demand from a third party who threatens to initiate or continue a data breach against you.

### **Cyber liability**

Covers your legal liability for damages and costs following

- your negligent transmission of a computer virus
- a hacking incident or denial of service attack that are specifically targeted at you
- libel, slander, defamation or unintentional infringement of intellectual property rights occasioned through your website or other online mediums

### **Network interruption**

Covers your reduction in net profit during the 7 days following a hacking incident or denial of service attack that are specifically targeted at you.

Claims against you must be brought within the UK.

Your business must be conducted within the UK (other than temporary visits abroad).

At your request cover extends to certain other persons.

A limit applies to all losses in total for the period of insurance.

An excess will apply to all losses other than under network interruption.

Under network interruption we do not cover your reduction in net profit during the first 24 hours after you discover the hacking incident or denial of service attack.

\* **N.B.** under the data loss cover the data that is the subject of the data breach must either reside on your computers or (if non-electronic) be held by you. In respect of all other sections of cover such data may reside or be held anywhere.

Principal extensions under this section include:

- costs incurred with our agreement in using public relations specialist to deal with adverse press, publicity or media attention following a hacking incident or denial of service attack that is specifically targeted at you or any event which could result in a loss under the policy (maximum £25,000 or the indemnity limit whichever is the least)
- Regulatory investigations and fines – legal costs incurred with our agreement for representation at any investigation or proceedings by the UK Information Commissioner's Office – any fines levied against you due to a breach of the PCI Data Security Standard following a hacking incident or denial of service attack that is specifically targeted at you (maximum £100,000 or the indemnity limit whichever is the least)

### **Legal expenses (optional)**

Covers you for the costs of legal or professional representation incurred in the following types of disputes brought within the UK.

- Property and landlord and tenant disputes
- Criminal defence
- Tax protection
- Regulatory compliance
- Court attendance costs
- Employee extra protection
- Restrictive covenant cover
- Negotiation cover
- Contract disputes
- Coroner's inquest representation
- Transport disputes
- Charity commission appeals

A limit applies to all losses in total for the period of insurance

An excess may apply to your loss depending upon your choice of legal representative

## Principal Exclusions

### All insuring clauses

- claims involving mould
- fines and penalties

### Public liability / Products liability

- damage to your property
- claims arising from Professional Services or any breach of a professional duty
- pollution
- asbestos
- responsibility for the acts of other parties in any consortia or joint ventures
- certain contractual liabilities
- certain excluded activities (see 'Important Note')
- play inflatables unless having current PIPA certificate, used in accordance with manufacturer's recommendations and supervised by a responsible adult when in use
- fairground rides and amusements unless owned and operated by Showman's Guild member
- clinical trials

### Professional liability

- claims resulting from ownership of land, buildings, or vehicles or craft
- certain dishonest and malicious acts
- penalties or liquidated damages
- responsibility for the acts of other parties in any consortia or joint ventures
- circumstances known at inception
- pollution
- bodily injury/property damage unless arising out of professional services
- claims made by anyone having a financial interest in your business
- trading losses
- disputes over funding with providers of such funding
- claims made against you in your professional capacity as a doctor, surgeon, physician, midwife, prescribing nurse (other than when acting in a nursing capacity only), dentist or anaesthetist
- asbestos
- certain intellectual property rights
- clinical trials

### Management liability

- admitted or proven dishonest, fraudulent or malicious conduct \*
- prior and pending litigation
- pollution\*
- bodily injury/property damage\*
- acting as a trustee of a pension scheme
- claims following your takeover or merger
- professional duties to third parties\*
- any associated company making a claim against you (however we will pay your legal costs and expenses in defending the claim)\*
- disputes over funding with providers of such funding

\***N.B.** exclusion not applicable where the claim is brought by a shareholder due solely to any loss in value of the organisation's share capital

### Entity defence

Crisis occurring, identity fraud discovered, investigations or proceedings instigated, claims or appeals made subsequent to your takeover or merger

Breach of contract:

- where the entity (or its parent or ultimate holding company) is a 'quango' or where the government/government agency is a major shareholder
- infringement of copyright, patent etc or any other intellectual property rights
- breach of secrecy or confidentiality agreements
- licence or franchise agreements

- involving an Employment Wrongful Act
- involving ownership, use etc of motor, vehicles, aircraft, watercraft, land or buildings
- tenancy or letting of property
- insurance contracts
- modified or bespoke software/hardware systems
- amounts less than £5000

Taxation:

- aspects enquiries
- tax avoidance schemes
- failure to register for VAT
- tax investigations by Special Civil Investigations or Civil investigation of Fraud Units of HM Revenue & Customs
- alleged dishonesty or alleged criminal offences
- judicial reviews

### Employment law protection

- your dishonest or fraudulent conduct
- your wanton, willful, reckless or intentional disregard of any employment legislation
- where you assume acts voluntarily
- disputes following your takeover, merger or liquidation
- your failure to adapt premises or working methods to meet the needs of a disabled person
- remuneration, redundancy and benefits you have a legal obligation to pay
- cost of compliance with any injunctive or non-pecuniary relief
- disputes between assureds

### Personal accident

- certain excluded activities (see 'Important Note')
- anyone under 16 or over 75 years of age
- sickness or disease

### Fidelity

- unexplained shortages
- certain dishonest and malicious acts

### Property damage

- wear and tear, electrical/mechanical breakdown etc
- pollution
- damage to contents and/or stock which is not stored more than 15 cms above floor level in any basement or cellar
- damage to flat roofs if more than 10 years old and/or not adequately maintained.

### Business interruption

- deliberate acts of supply undertakings
- failure of electricity, gas, water or telecommunications where the cessation of supply is less than 24 hours

### Damage to portable property

- wear tear, electrical/mechanical breakdown etc
- unexplained shortage or disappearance
- loss from unattended vehicles unless concealed in locked boot etc and all security devices operative and force used to gain entry

### Money and personal assault

- loss from collection boxes etc not in your custody or control
- loss from unattended motor vehicles
- injury etc to anyone under 16 or over 75 years of age

### Transit

- wear and tear, electrical/mechanical breakdown etc
- loss from unattended vehicle unless concealed in locked boot, all security devices operative and force used to gain entry
- loss due to defective packing

### Refrigerated Stock

- loss occurring in any machine which is over 10 years old
- deliberate acts of the power supply authority
- wear and tear etc

## Cyber and data risks

- betterment
- certain dishonest and malicious acts
- contractual liability
- responsibility for the acts of other parties in any consortia or joint ventures
- circumstances known at inception
- claims made against you by anyone having a financial interest in your business
- trading losses (other than under network interruption)
- infringement of patent
- electromagnetic, electrical or mechanical radiation, failures, disturbances and the like
- insufficient IT infrastructure capacity
- use of unproven or illegal software

## Legal expenses

- reasonable prospects of success
- any costs being incurred before we have agreed to them being incurred
- pre-existing circumstances

## Important note – excluded activities (public liability / products liability and personal accident)

Refer to Certificate Wording, but activities excluded by the cover include:

- adventure activities or outward bound courses not undertaken at activity centres registered with and licensed by the Adventure Activities Licensing Authority
- other than when undertaken at activity centres registered and licensed by the Adventure Activities Licensing Authority
  - abseiling, rappelling
  - assault courses
  - BMX cycling, mountain biking
  - mountaineering, cliff or rock climbing without the use of ropes
  - winter sports (other than curling or skating)
- barfly jumping, “B.A.S.E.”, parkour, street running, jumping, pole climbing, elastic rope sports or activities
- contact sports other than association football as an amateur
- driving of a motor vehicle by anyone not licensed to drive such a vehicle on a public road (irrespective of whether or not the vehicle is being driven on a public road)
- hang gliding, flying (other than as a commercial fare paying passenger)
- horse riding (including pony trekking and equestrian sports) or other animal rides unless undertaken at an accredited British Horse Society stable
- jet-skiing, water-skiing, sub-aqua diving
- martial arts (other than tai chi)
- motor sports including motorcycles and quad bikes
- paintballing
- raft racing, white water rafting
- road rallies, air displays
- use of fireworks, firework displays or bonfires (unless less than 500 attendees, organised in accordance with HSG124 and professional members of the British Pyrotechnists Association who hold a minimum of £1,000,000 public liability insurance)
- shooting (other than clay-pigeon shooting)
- mechanical fairground rides and amusements (unless owned and operated by a current member of Showman’s Guild)
- own fixed playground equipment

## Principal conditions

### All insuring clauses

- claims notification and handling requirements
- contract of insurance subject to English or Scottish law
- all equipment to be calibrated and/or maintained in accordance with manufacturers recommendations
- all rights and remedies to be maintained against designers, consultants or contractors.
- annual inspection and servicing by Gas Safe registered engineer of gas appliances etc and all remedial work carried out (applies to General Liability, Property Damage and Business Interruption insuring clauses)
- five yearly electrical inspection (by “competent person” authorised to undertake buildings regulations Part P (Electrical Safety) Inspections) and all remedial work carried out (applies to General Liability, Property Damage and Business Interruption insuring clauses)
- battery charging for powered wheelchairs etc done in accordance with manufacturer’s recommendations and (if vented batteries) in dedicated, well ventilated area.
- any portable heating appliances to be electrical or gas fired only, maintained and serviced in accordance with manufacturer’s recommendations and sited, guarded etc so as not to present an hazard.

### Public liability / Products liability

- certain ‘Specified Activities’ (see note) to be undertaken under the supervision of qualified and registered instructors, under the aegis of an authorised club and in accordance with recommended code of practice.
- Trampolines, ball pools to be used in accordance with manufacturers recommendations, supervised and cleaned
- Playground equipment to be inspected

### Professional liability

- doctors, surgeons, physicians, midwives, prescribing nurses (other than when acting in a nursing capacity only), dentists or anaesthetists employed by you to be members of their UK governing body and have their own insurance in place.

### Management liability

- waiving of our rights following your unintentional non – disclosure or misrepresentation
- cancellation instructions to be sanctioned by all directors and officers etc
- any public or private offering of your shares to be advised to us.

### Employment law protection

- use of the Market Employer Helpline in relation to TUPE.

### Personal accident

- certain Specified Activities (see note) to be undertaken under the supervision of qualified and registered instructors, under the aegis of an authorised club and in accordance with recommended code of practice.

### Property damage

- security – specified (locking) requirements for final exit door, other external doors and final exit doors
- any trade waste etc to be cleared daily

### Money and personal assault

- transit of money above £2500 to be escorted by at least 2 able-bodied adults

### Cyber and data risks

- all rights and remedies to be maintained against service providers, designers, consultants or contractors

## Average

Conditions of average apply to the Property Damage, Business Interruption and Specified All Risks sections. In the event of under insurance the amount we pay will be reduced accordingly.

### **Note – ‘specified activities’ (public liability / products liability and personal accident).**

Refer to the Certificate wording for full details but activities to be undertaken under the supervision of qualified and registered instructors under the aegis of an authorised club and in accordance with recommended code of practice include:

- adventure activities or outward bound courses
- archery
- ballooning
- clay pigeon shooting
- dry slope skiing
- gliding
- mountaineering, cliff or rock climbing with the use of ropes
- parachuting
- pot holing or subterranean activities
- sailing or canoeing
- swimming or diving in certain circumstances

### **General Note:**

**Some limits, terms and conditions may be varied for particular ‘bespoke’ arrangements.**

### **Markel (UK) Limited**

All information accurate at the time of production March 2021

This document is not a policy document and contains only general descriptions. Policyholders must refer to the actual policy issued for the binding terms, conditions and exclusions of cover.

Markel (UK) Limited is an appointed representative of Markel International Insurance Company Limited (Reference number: 202570), which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

Registered Office: 20 Fenchurch Street, London, EC3M 3AZ. Registered in England No. 2430992.

Calls from a landline will be charged at your local rate. Calls from mobile phones are charged at your local rates in accordance with your tariff.

