

Professional Association for Childcare and Early Years Personal Legal Expenses Insurance Policy



Underwritten by: AmTrust Europe Limited, St. James's Street, Nottingham, Nottinghamshire, NG1 6FG

The Coverholder: Composite Legal Expenses Ltd, Suffolk House, Trade Street, Cardiff CF10 5DT

The Policyholder: Professional Association for Childcare and Early Years, Royal Court, 81 Tweedy Road, Bromley, BR1 1TG

Important Notice

This is a 'claims made' policy. It only covers claims notified during the Period of Insurance. You must notify us within 60 days of any circumstances which may give rise to a claim. Failure to do so could lead to us declining any claim for indemnity arising from such circumstances.

Definitions

We, Us, Our

The Underwriters of this Insurance and/or the Coverholder acting on their behalf.

Insured, You, Your

The person to whom this Policy has been issued and who has paid the appropriate Premium and/or membership fee.

Policy

The valid document given to You as evidence of this Insurance.

Home

Your principal private dwelling house as defined for the purposes of qualifying for exemption from Capital Gains Tax.

Authorised Representative

The solicitor, counsel claims handler or mediator appointed by us under the terms and conditions of this Policy to represent your interests.

Intervenor

A person who is asked to intervene in Public Childcare Proceedings or Public Law Children Order Proceedings.

Respondent

A person who responds to an accusation that they have committed a civil wrong or a defendant in Public Childcare Proceedings or Public Law Children Order Proceedings.

Legal costs

Any reasonable and proper professional fees or costs incurred by the Authorised Representative or the Mediator with Our prior authority, subject to the terms, conditions and exclusions contained in this Policy, and Civil costs incurred by other parties for which You are held liable by a Court or tribunal under a Judgement after full argument and otherwise than by consent or default or payable under a settlement approved in advance by Us.

Limit of Indemnity

The sum specified in the Limit of Indemnity for each class of Insured Incident which is the maximum sum We will pay in respect of each Insured Incident including all events related by time or cause after aggregation of the costs and expenses of all persons Insured and their opponents in so far as We are liable to pay them.

Insured Incident

An event, act or omission arising during the Period of Insurance giving rise to a claim for indemnity against Us.

Territorial limits

The United Kingdom only.

Period of Insurance

The period of one year from the date of issue of this Policy.

Premium

The consideration paid to Us for the indemnity provided by this Policy.

Mediator

The independent expert appointed by us to offer alternative dispute resolution.

Time of occurrence

'Time of Occurrence' means:

- a) in civil cases the time at which the cause of action occurred or commenced, whichever is the earlier in time; and
- b) in criminal cases the time at which the Insured or any other person insured under this policy commenced or is alleged to have commenced to violate the criminal law in question.

The Effective Date

The date of inception of this Policy.

Agreement

In consideration of the Premium You have paid Us We will indemnify You against Legal Costs arising from an Insured Incident occurring within the Territorial Limits where You notify Us of the Insured Incident both within 60 days of its occurrence and within the Period of Insurance subject to the terms, conditions and exclusions of this Policy.

We will indemnify You against Legal Costs reasonably incurred in:

Section 1 – Employment

- a) Defending or pursuing a dispute with an employee or a prospective employee or an ex-employee or a trade union acting on behalf of an employee or ex-employee, an employer or an ex-employer which arises out of or relates to his or her contract of employment with the Insured, subject to a Limit of Indemnity of £100,000 per Insured Incident.
- b) Compensation and damages for dismissal of employees, arising from the judgement of a court or tribunal or from a settlement agreed by the Insurer (but not by a judgement by default) in any dispute accepted by the Insurer as covered by Section 1 a) above, provided that the total of the compensation awards paid by the insurer in any one Period of Insurance shall not exceed the Limit of Indemnity of £100,000

Section 2 - Defence Against Criminal Prosecution.

Defence of your legal rights including defence, appeal or defence of appeal against judgement, conviction or sentence in respect of any act or omission leading to criminal proceedings being brought against You as a result of Your normal home-based childcare duties subject to a limit of indemnity of £100,000 per Insured Incident.

Section 3 - Protection of Registration

An appeal to the relevant statutory body or regulatory authority, Court or tribunal where the relevant Authority suspend, revoke, cancel, alter the terms of or refuse to renew the Insured's registration as a home-based childcare provider.

Registration means the registration as a home-based childcare provider as provided under statute or statutory instrument or by the Government or Local Authority to the Insured where such registration is necessary to engage in Your business or trade. Cover is subject to a limit of indemnity of £100,000 per Insured Incident.

Section 4 - Personal Injury

Pursuing or defending a civil claim for damages in respect of injury or death caused by negligence subject to a Limit of Indemnity of £100,000 per Insured Incident.

Section 5 - Taxation

Professional Fees arising from or relating to an in-depth Inland Revenue investigation of your personal tax affairs subject to a Limit of Indemnity of £100,000 per Insured Incident.

Section 6 - Contract Disputes

Pursuing or defending claims subject to a Limit of Indemnity of £100,000 per Insured Incident arising out of a contract with a parent/guardian entered into by You or on Your behalf which relates to Your normal home-based childcare duties provided that the value of the service in dispute exceeds £100.

Section 7 - Public Childcare Proceedings/Public Law Children Order Proceedings

- a) Representing You throughout the duration of Public Childcare Proceedings or Public Law Children Order Proceedings as an Intervenor and/or Respondent when You are requested to attend a hearing that has been initiated by the Local Authority or the NSPCC as a result of Your normal home-based childcare duties under the Children Act 1989 or The Children (Northern Ireland) Order 1995 subject to a Limit of Indemnity of £100,000 per Insured Incident.
- b) Representing You at an appeal against a decision made at a Public Childcare Proceedings or Public Law Children Order Proceedings provided that We have previously indemnified You under Section 7(a) above subject to a Limit of Indemnity of £100,000 per Insured Incident.

Conditions

Claims Presentation and Control

You must

1. contact the telephone advice service on **029 2115 6458** and provide full details of the claim in writing together with any supporting information requested by us and liaise with us before appointment of an Authorised Representative.
2. report claims to us within 60 days of their occurrence unless the claim is in respect of a criminal prosecution.
3. give proper and full instructions to and act throughout in accordance with the advice of the Authorised Representative.
4. cause no delay or otherwise act to the prejudice of the claim.
5. submit to Us for payment without delay any bills for Legal Costs which must not be incurred without Our prior authority in writing.
6. take every possible step to recover Legal Costs from Your opponent and pay such sums to Us.
7. submit to us any reasons for wishing to appeal against the judgement of a court not later than 10 days before the final date for lodging on appeal. If We do not give Our approval to such appeal then no indemnity shall be granted unless the appeal is successful.
8. observe and perform to the terms and conditions of this insurance.
9. have reasonable prospects of successfully pursuing a claim or defence made under this Policy or a proper defence in respect of criminal prosecution.
10. obtain Our agreement to pay Legal Costs in writing before incurring Legal Costs.
11. obtain if We so require an Opinion from the Authorised Representative on whether or not the claim or defence has reasonable prospects of success. In the event of the opinion being that there are no reasonable prospects of success You will pay the Authorised Representatives fees for his / her opinion.
12. take all reasonable steps to minimise Legal Costs.

We Can

1. take over and conduct in your name the prosecution pursuit or defence or settlement of any claim or proceedings through our own employees agents solicitors or accountants.
2. at the Insured's request nominate an Authorised Representative for the Insured. However the Insured is free to choose any Authorised Representative to act in any Legal Proceedings to which we have consented. The Authorised Representative will be appointed in the name of and on behalf of the Insured however, we can accept or refuse a nomination without giving reason. Any dispute arising from the choice of the Insured may be referred to arbitration, in accordance with the Arbitration clause set out in this Policy.
3. have direct access to the Authorised Representative at all times so that we may be kept fully informed of all details which in our absolute discretion we deem relevant to the claim.
4. have access to all written opinions documents or reports of counsel or expert witnesses whether or not privileged.
5. discontinue indemnity if during the course of the claim we consider that reasonable prospects of success no longer exist. If we discontinue cover and you succeed with your claim we will reimburse you for reasonable costs properly incurred for continuing the claim and which are not otherwise recoverable.
6. extend the appointment of the Authorised Representative in the event of circumstances changing during a claim on such terms as We may in our absolute discretion determine.
7. attempt negotiation followed by alternative dispute resolution before any nomination or appointment of an Authorised Representative.
8. refuse to pay any Legal costs until they fall due upon termination of the Claim.

The Authorised Representative must as a condition of his employment

1. obtain Our prior consent before instructing counsel or expert witnesses whose identity and fee must also be approved by Us
2. advise Us if at any stage it is considered that You no longer have reasonable prospects of success.
3. notify Us of any payment into court or any offer to settle so that Our prior approval can be obtained to the acceptance or rejection of the same. If we do not approve of you continuing with the case but You nevertheless continue and obtain a result which is not better than the payment or offer We shall not be obliged to provide indemnity from the date of such payment or offer.
4. report the result of the claim to Us on its completion.
5. have assessed, taxed, certified or audited the legal fees and costs for which indemnity is claimed at Our request in accordance with the provisions of the Solicitors Act 1974 and /or the Solicitors Remuneration Order 1972 or in accordance with parts 43 to 48 of the Civil Procedure Rules

Third Party Agreements

Our liability shall in no way be affected by any agreement undertaking or promise entered into between You and the Authorised Representative or by either with any third party.

Withdrawal

If for any reason the Authorised Representative refuses to continue acting for You or You withdraw Your claim from the Authorised Representative without Our prior agreement We shall no longer be obliged to provide indemnity and We will be entitled to reimbursement by You for any indemnity for which We consider ourselves liable on Your withdrawing from the claim.

Arbitration

In the event of any dispute arising between the parties either party may ask for the dispute to be considered by an independent arbitrator agreed upon by both parties or failing agreement one who is nominated by the President of the local Law Society or appropriate professional body. All costs of the arbitration shall be met in full by the party against whom the decision is made.

Acts of Parliament

Any reference to Acts of Parliament within this Policy shall include any Act amending or replacing the same and shall also include where applicable equivalent legislation in Scotland Northern Ireland and under European Law where applied in the UK.

Notices

Every notice or communication approval consent or otherwise required under the Policy shall be made in writing by You to our head office and by Us to You at the last address declared under the Policy.

Due Observance

The due observance of and compliance with the terms, provisions and conditions of this Policy by the Insured are conditions precedent to us incurring any liability under this Policy.

Reasonable Care

The Insured shall take all reasonable steps to prevent any occurrence which may give rise to a claim under this Policy.

Cancellation

We hope you are happy with the cover this policy provides. However, You have the right to cancel it within 14 days of inception of the policy, without giving any reasons. Cancellation must be in writing to us at Composite Legal Expenses, Suffolk House, Trade Street, Cardiff CF10 5DT. The Insurer may cancel the policy at any time by sending 30 days written notice by recorded delivery post and in such event the Insured shall be entitled to a return of a proportionate part of the premium corresponding to the unexpired Period of Insurance.

Such cancellation shall not prejudice the rights of the Insured, or any other person insured by this policy, in respect of any Insured Event occurring prior to the date of cancellation.

Exclusions

This Policy specifically does not cover

Section 1 – Employment

The Insurer shall not be liable for any claim for indemnity in respect of or arising from or relating to:

1. a dispute of which the Time of Occurrence was within the first 90 days of You joining PACEY in the case of an employee who was subject to a written or verbal warning or involved in a dispute arising from his employment within the 6 months immediately preceding such period; or
2. The Insured's failure to follow the advice given by the PACEY Legal Advice Line;
3. a dispute where the Insured has failed to consult the PACEY Legal Advice Line upon the Insured becoming aware of the dispute or potential dispute or where the Insured has failed to heed the written advice of a solicitor;
4. The pursuit or defence of enforcement proceedings arising out of a restrictive covenant clause contained within the employment contract, either verbal or in writing, of an employee or ex-employee.

The Insurer shall not be liable for any claim for indemnity under Section 1 b) where:

5. The dismissal in question was not carried out in accordance with the guide laid down in the current edition of The Code of Practice 1 as prepared by the advisory Conciliation and Arbitration Service (ACAS).
6. The insured has incurred a compensation award by non-payment of money due under the relevant contract of employment or statutory provision relating thereto.
7. The Award is in respect of a redundancy
8. The award is in respect of a breach by the Insured of a fixed term contract.
9. The dismissal is of the type described in the Employment Rights Act 1996 Sections 96(1) 99 or 117(6) or any amending legislation.
10. The award is payable under the Employment Rights Act 1996 Sections 93 (1-2) or 117 (3-5) or any amending legislation.
11. The award arises from a matter not indemnified by the insurer under section 1 a).

Section 2 - Defence Against Criminal Prosecution.

The Insurer shall not be liable for any claim or indemnity in circumstances where:

1. an alleged offence involves dishonesty; or
2. The Insured has pleaded guilty and/or admitted liability; or
3. any disputes do not arise out of your normal home-based childcare duties.

Section 5 - Taxation

Fees arising where the Insured Incident had commenced before You joining PACEY

Section 6 – Contract Disputes

- i) Any Contract Disputes with the exception of those arising out of a contract with a parent/guardian entered into by You or on Your behalf which relates to Your normal home-based childcare duties.
- ii) Any Contract Dispute where original PACEY contracts have not been used or correctly signed by both You and the Parent/guardian.

iii) Disputes which arise within the first 60 days of Your PACEY membership.

iv) Any work post allocation questionnaire and representation at any hearing associated with

- claims which have been allocated to the small claims track, or
- small claims raised in the Sheriff Court.

Excess

Where We have agreed for the Insured to appoint their own Appointed Representative an additional excess of £1500 is payable by the Insured before Legal Costs are incurred.

Motor vehicles

Any dispute or prosecution involving a motor vehicle unless the dispute relates to a personal injury claim.

Domestic Disputes

A matrimonial or co-habitation dispute except in so far as any claim relates to a dispute with Your professional advisors.

Courts outside the UK

Legal proceedings outside the United Kingdom and proceedings in constitutional international or supranational courts or tribunals including the European Court of Justice and the Commission and Court of Human Rights.

War/Radioactive Contamination

Claims arising from:

- Ionising radiations or contamination by radioactivity from irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- Any radioactive toxic explosive nuclear assembly or nuclear component thereof.
- Riot civil commotion war invasion acts of foreign enemies hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power or confiscation nationalisation requisition destruction or damage to property by or under the order of any government

Disputes with Us

Disputes with Us except as dealt with by the Arbitration condition

Co- Insurance

A claim when You are or would but for the existence of this Policy be entitled to indemnity under any other policy or policies except in respect of any excess beyond the amount which would have been payable under the other policy or policies had this Insurance not been effected.

Costs incurred before acceptance

Costs fees expenses disbursements damages or compensation incurred before We have confirmed acceptance of a claim.

Disputes between You and Your Family

Fines or penalties in any circumstances or damages or compensation awarded.

General Exclusions

We shall not be liable for Legal Costs in respect of:-

1. The pursuit or defence of any action for defamation
3. Legal Proceedings in relation to any contract of insurance insofar as the dispute is solely in respect of quantum
4. Claims where the Insured
 - a) takes action without first obtaining Our agreement or that of the Authorised Representative
 - b) causes delay or fails to give reasonable assistance to Us or the Authorised Representative
5. Claims reported to Us more than 60 days after the Insured Incident
6. Any claim, where Legal Costs are incurred without Our specific written authority unless such costs are incurred outside Normal Office Hours in which case we must be informed of these by the authorised representative on the next working day

Data Protection Act 1998

The information that You have supplied to Us, comprising of Your personal details and the details of Your insurance cover and claims will be held by Us and/or the Insurer subject to the Data Protection Act 1998. It will be used to administer and process Your Policy, claims handling, underwriting and fraud detection and prevention.

It may be necessary for Us to pass data to other organisations that supply products and services associated with this Policy. This may include transferring data outside the European Economic Area. In order to verify

information or to prevent and detect fraud the We may share information You give Us with other public bodies including the police accessing and updating various databases. If You give Us false or inaccurate information and We suspect fraud We will record this and the information will be available to other organisations that have access to the databases. We will supply details of the databases We access or contribute to on request.

Complaints Procedure

We are committed to providing You with a first class service at all times. If, however, You are not happy the service You have received then You should contact the:

Complaints Department. Composite Legal Expenses Ltd, Suffolk House, Trade Street, Cardiff CF10 5DT.

Tel: 02921 156 451 E-mail: complaints@composite-legal.com

If We have given You Our final response or more than 8 weeks have passed since We received Your original complaint, You may refer Your complaint to the Financial Ombudsman Service (FOS) at South Quay Plaza, 183 March Wall, London E14 9SR.

Tel: 0800 0 234 567 free for people phoning from a 'fixed line' (e.g. a landline at home). Or: 0300 123 9 123 free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02.

Providers and Suppliers

Composite Legal Expenses Ltd is authorised and regulated by the Financial Conduct Authority (Firm's reference number: 308979).

AmTrust Europe Limited, whose registered office is Market Square House, St. James's Street, Nottingham, Nottinghamshire, NG1 6FG is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial services register number 202189.

These details can be checked on the Financial Services Register by visiting: www.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768.

Homestate: United Kingdom.

Financial Services Compensation Scheme

AmTrust Europe Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation if AmTrust Europe Limited is unable to meet its obligations to You under this contract. Cover is provided for 90% of the claim without any upper limit. Further information can be obtained from the Financial Services Compensation Scheme (FSCS) by phone on 0207 741 4100 and on their website at www.fscs.org. You can get further information about the compensation scheme arrangements from the FSCS. The contact information is: The FSCS, 10th Floor, Beaufort House, 15 St. Botolph Street, London WC3A 7QU.

Tel: 0207 741 4100 or 0800 678 1100

Email: enquiries@fscs.org.uk

Claims Procedure/Legal Helpline

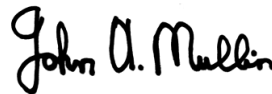
In the event of a claim you must contact the telephone advice service on **029 2115 6458** who reserve the right to attempt to negotiate settlement of your claim if it is considered appropriate.

Our legal advice service is available 24 hours per day, 365 days a year.

Advice is available on any personal legal problem, whether covered under this policy or not.

Policy Queries

For queries relating to Policy interpretation and/or to speak with our Claims Department about an existing claim please contact **02920 222 033**.



Signed by
Managing Director
Composite Legal Expenses Limited

Schedule

Policy Number:	PACEY01/1514/A14032015
Policyholder:	The Professional Association for Childcare and Early Years (PACEY)
Insured:	Any current member of the Policyholder as declared to the Coverholder.
Period of Insurance:	To run in conjunction with the members paid up subscription with PACEY from the Date of Inception.
Date of Inception:	14 th March 2015
Territorial Limits:	United Kingdom only
Limits of Indemnity:	£100,000 per insured incident per member per annum