



ABUSE INSURANCE

Extension



THIS SECTION DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE SCHEDULE

The insurance provided by Section 5 is on a claims made basis with the costs and expenses of the claimant and the costs and expenses (incurred by the Company or with the Company's written approval) of any Person Entitled to Indemnity included within the Limit of Indemnity stated in the Schedule

Section 5 Abuse

Additional Definitions applicable to Section 5

1 Person Entitled to Indemnity

Person Entitled to Indemnity shall mean

- A) the Policyholder
- B) the personal representatives of the Policyholder in respect of legal liability incurred by the Policyholder
- C) at the request of the Policyholder
 - 1) any principal
 - 2) any manager or governor of the Policyholder

against legal liability in respect of which the Policyholder would have been entitled to indemnity under this Section if the claim had been made against the Policyholder and each of whom shall as though the Policyholder be subject to the terms of this Policy so far as they can apply

other than

- a) any natural person committing or alleged to have committed Abuse against any other natural person
- b) any Person who has or has been alleged to have
 - i) authorised or permitted Abuse
 - ii) disregarded knowledge of Abuse
 - iii) had actual or constructive knowledge of Abuse and failed to notify a person with specific responsibility for the protection of children or vulnerable adults from Abuse
 - iv) aided or contributed to or supported Abuse or
 - v) intentionally or wilfully failed to comply with any procedure regulation or licence designed to protect children or vulnerable adults from Abuse

2 Abuse

Abuse shall mean

- A) acts of hurting or injuring mentally or physically by maltreatment or ill-use
- B) acts of forcing sexual activity rape or molestation or
- C) repeated or continuing contemptuous coarse or insulting words or behaviours

3 Injury

Injury shall mean bodily injury mental injury death disease or illness

4 Person

Person shall mean

- A) an individual (a natural person) whether operating in the individual's own name or under a trade name
- B) an individual's personal agent or representative or
- C) any legal or commercial entity including but not limited to
 - 1) a body corporate
 - 2) a corporation sole
 - 3) a body politic
 - 4) a partnership
 - 5) any association or body of persons whether incorporated or not
 - 6) a charity or
 - 7) a trust

5 Loss

Loss shall mean any claim or all claims of a series that are causally connected and arise out of an isolated repeated or continuing incidence of Abuse committed by one or more natural persons

The Insurance Provided

The Company will provide indemnity to any Person Entitled to Indemnity

- 1 against legal liability for damages and claimant's costs and expenses for accidental Injury resulting from Loss where any claim is

- A) first made in writing to the Policyholder (or any other Person Entitled to Indemnity) during the Period of Insurance and
- B) notified to the Company during or within thirty days after expiry of the same Period of Insurance

- 2 in respect of

- A) costs of legal representation at any coroner's inquest or inquiry in respect of any death
- B) 1) proceedings in any court arising out of any alleged breach of statutory duty resulting in any Injury specified in **1** above which may be the subject of indemnity under this Section
- 2) costs and expenses of legal representation at any appeal against conviction if in the opinion of Counsel (appointed by mutual consent) such appeal could be contested with the probability of success

where the Company has an interest in the outcome of the proceedings

- C) all other costs and expenses in relation to any matter which may form the subject of indemnity under **1** above

incurred with the Company's written approval

General Provisions

Provided that in respect of any Loss the following shall apply

- 1 the total amount payable under this Section (including all Additional Clauses and Memoranda) shall not exceed the Limit of Indemnity stated in the Schedule
- 2 where the Company is liable to indemnify more than one Person the total amount payable in respect of all damages and claimant's costs and expenses arising out of all claims during any Period of Insurance shall not exceed the Limit of Indemnity
- 3 the Company may at any time pay the Limit of Indemnity (less any sums already paid or incurred) or any less amount for which at the absolute discretion of the Company the claim can be settled
The Company will then relinquish control of such claim and be under no further liability in respect thereof
- 4 all Loss shall be deemed to be made in the Period of Insurance when
 - A) the first claim in respect of Loss was first made in writing to the Policyholder (or any other Person Entitled to Indemnity) and notified to the Company
 - or
 - B) the first notification of any circumstance in respect of Loss was first made in writing to the Company
- 5 where Loss involves one or more claimants
 - A) the Company shall not provide indemnity against the consequences of any circumstances
 - 1) where the first claim in respect of Loss was made against the Policyholder (or any other Person Entitled to Indemnity) and notified to the Company under any policy which was in force prior to the Period of Insurance or
 - 2) where the first notification of any circumstance in respect of Loss was first made to the Company under any policy which was in force prior to the Period of Insurance
 - B) the total amount payable shall not exceed the Limit of Indemnity
- 6 the total amount payable by the Company in respect of all damages arising out of all claims during any Period of Insurance irrespective of the number of such claims and irrespective of the number of Persons Entitled to Indemnity having claims under this Policy shall not exceed the appropriate Limit of Indemnity stated in the Schedule
For the purposes of the Limit of Indemnity all of the Persons Entitled to Indemnity under this Policy shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely the Company and the Policyholder both as defined herein

Special Provisions applicable to Section 5

If during the Period of Insurance the Policyholder becomes aware of any circumstance which may reasonably be expected to give rise to a claim under this Section and notifies the Company of such circumstance during the Period of Insurance or within 30 days after expiry of the Period of Insurance then such subsequent claim shall be deemed for the purpose of this Section to have been made during the Period of Insurance

Such notification must include the specific facts and circumstances which the Policyholder reasonably expects to give rise to a claim.

Exclusions applicable to Section 5

The indemnity will not apply to legal liability

1 Mechanical Vehicles

arising from or out of the ownership possession or use by or on behalf of the Policyholder or any Person Entitled to Indemnity of any

- A) mechanically propelled vehicle other than legal liability arising out of
 - 1) the use of plant as a tool of trade on site
 - 2) the use of plant at the premises of the Policyholder
 - 3) the loading or unloading of any vehicle
 except where indemnity is provided by any motor insurance contract or where insurance or security is required by law
- B) aircraft or other aerial device
- C) aerospace device
- D) hovercraft
- E) water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters)

2 Person Employed

for Injury to any Person Employed arising out of and in the course of employment by the Policyholder

3 Fines or Penalties

for

- A) fines or penalties
- B) compensation ordered or awarded by a Court of Criminal Jurisdiction
- C) aggravated exemplary or punitive damages awarded by any court outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

4 War and Allied Risks

arising from any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

5 Procedural Guidelines

in the event of any failure to comply with the procedural guidelines established by the Policyholder concerning Abuse

6 Retroactive Liability

in respect of claims arising from Loss caused prior to the Retroactive Date

7 Prior Claims and Notifications

in respect of claims arising out of circumstances

- A) known to the Policyholder or any other Person Entitled to Indemnity prior to inception of this insurance or
- B) notified under any other policy which was in force prior to the inception of this insurance

which might be reasonably expected to give rise to a claim

