

Markel Care

A sustainable solution for organisations
providing care, support and education



Endorsements which will be applied to the policy

The endorsement(s) amends the cover provided by your policy S18040 (Aurora Care & Education Holdings Ltd &/or Subsidiary Companies)

Please read the endorsement(s) carefully and if you have any queries, contact your insurance broker.

You should keep the endorsement(s) with your policy document, policy schedule, and any other endorsements issued. Your policy document, policy schedule and endorsements, taken together, define the cover provided.

POLICYHOLDER DETAILS

Policy Number
S18040

Policyholder name

Aurora Care & Education Holdings Ltd &/or
Subsidiary Companies

YOUR POLICY BENEFITS

As a Markel Care policyholder you are entitled to a number of benefits to support you in running your business. **Activate your benefits**



CARE PRACTITIONER SUPPORT

Sector specific experts: practice improvements, regulatory advice, training, health and safety and bespoke consultancy.



BUSINESS AND LEGAL HELPLINE

24/7 access to Markel's in-house lawyers, offering advice for everyday legal matters.



BUSINESS HUB

Access to our online hub containing 850+ DIY contracts, policies, forms, and letter templates, covering every area of business and has a dedicated care section.



PR CRISIS MANAGEMENT

Specialist advice to manage adverse press coverage.

To activate your benefits go to:
www.markelcare.co.uk/activate

HOW TO CLAIM

Contact your insurance broker, or you can make a claim via the claims page on our website at:

uk.markel.com/claims



Endorsement Ref: END000

Effective Date: 31-Mar-2024

AMENDED DEFINITION OF SPECIFIED ACTIVITY (SWIMMING POOL)

The use of the swimming pool at the **premises** located Eccles School, Quidenham, Norwich, Norfolk NR16 2NZ , is not a **specified activity**

However, **you** must ensure that

- the pool is inaccessible when not in use
- when the swimming pool is in use suitably qualified first aiders and/or NPLQ qualified lifeguards are present at all times
- a written risk assessment is adhered to at all times.

If **you** fail to do this **your** claim may not be covered or the amount **we** pay **you** may be reduced.

Endorsement Ref: END000

Effective Date: 31-Mar-2024

AMENDED DEFINITION OF SPECIFIED ACTIVITY (HIGH ROPES COURSE)

The use of the high ropes Course at the **premises** located Eccles School, Quidenham, Norwich, Norfolk NR16 2NZ , is not a **specified activity**

However, **you** must ensure that

- the high ropes course is made inaccessible when not in use
- when the high ropes are in use this is under the supervision and control of instructors who are qualified as High Ropes Course Instructors - European Ropes Course Association (ERCA)
- use of the high ropes course should be undertaken by no more than four persons at any one time who are supervised on a one to four basis by an appropriately qualified instructor
- a written risk assessment is adhered to at all times.
- participants using the course must be connected at all times to a belayer who is in turn connected to a ground anchor system
- participants using the course must ascend or descend in a harness, connected via a carabiner to the climbers rope to a belayer who is in turn connected to a ground anchor system
- participants using the course must wear appropriate safety clothing including but not limited to helmets and boots and in accordance with the written risk assessment for this activity

If **you** fail to do this **your** claim may not be covered or the amount **we** pay **you** may be reduced.

Endorsement Ref: END000

Effective Date: 31-Mar-2024

AMENDED DEFINITION OF SPECIFIED ACTIVITY (ARCHERY)

The definition **specified activity** applicable to the public/products liability section of cover is deemed not to include the use of the archery

However, **you** must ensure that

- the archery bows and arrows are made inaccessible when not in use
- when archery is undertaken this is under the supervision and control of at least one instructor who is qualified as Archery GB qualified instructors
- use of the archery course should be undertaken by no more than nine persons at any one time who are supervised by a minimum of three members of staff and one of which is an appropriately qualified instructor
- there is a maximum of two students firing at two targets at any one time and firing is supervised by an appropriately qualified instructor
- a written risk assessment is adhered to at all times.

If **you** fail to do this **your** claim may not be covered or the amount **we** pay **you** may be reduced.

Endorsement Ref: W08600

Effective Date: 31-Mar-2024

Specific claims exclusion

We will not pay **you** or the **officer** for any loss under this policy that arises directly or indirectly out of the circumstances and/or claim disclosed in the Broker's presentation of the 10/03/2020 in relation to the Abuse incident and investigation at St Christopher's (situate Westbury Park, Bristol, BS6 7JE) from the 30/07/2019.

Endorsement Ref: 100510_WSW

Effective Date: 31-Mar-2024

Coronavirus (COVID-19)

We will not cover any claim under section of cover 'professional liability' for any loss that is caused by or arises in any way from

- Coronavirus (COVID-19)
- severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)
- a mutation or variation of SARS-CoV-2
- a threat, fear or likelihood of infection with any of the above

Endorsement Ref: 100180

Effective Date: 31-Mar-2024

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Aggregate costs inclusive inner limit for abuse

The 'what we will pay' section applicable to the public liability section of cover is deleted and replaced with the following:

What we will pay

The most **we** will pay for any claim or series of claims arising from the same original cause is the **limit**.

The most **we** will pay for all claims in total in the period of insurance shown in the policy schedule arising in any way from **abuse** is £5,000,000.

In addition:

- **we** will pay **your costs and expenses** resulting from the claim, however, if **your** legal liability is more than the **limit** then the amount **we** will pay in respect of **costs and expenses** will be proportionally reduced.
- **we** will pay **your** solicitor's fees that **we** agree to in writing for:
 - o **your** defence in any court of summary jurisdiction of any proceedings brought against **you** for the breach or alleged breach of any statutory duty resulting in **injury**
 - o **your** representation at a coroner's court or fatal accident inquiryprovided that the breach, **injury** or death results in a claim against **you**.

We will not pay the **excess** for any legal liability arising from loss or damage to material property. This must be paid by **you**. The **excess** applies to **your** legal liability for damages and **costs and expenses** in respect of each claim or series of claims arising from the same original cause.

Endorsement Ref: 100169

Effective Date: 31-Mar-2024

Background checking condition(1)

You must obtain an enhanced CRB, DBS or SCRO check (as appropriate) for all **employees** engaged by **you** where **you** have a statutory obligation to do so.

If **you** fail to do this **your** claim under this policy may not be covered or the amount **we** pay **you** may be reduced.

Endorsement Ref: 100540_WSW

Effective Date: 31-Mar-2024

Coronavirus/restriction in movement exclusion

We will not pay **you** under sections of cover public liability/products liability for any loss that is caused by or arises in any way from

- Coronavirus (COVID-19)
- severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)
- a mutation or variation of SARS-CoV-2
- a threat, fear or likelihood of infection with any of the above
- any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means from the sooner

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date at which:

- any travel advisory or warning is imposed by any domestic or international government or local authority, or
- quarantine or restriction in movement of people or animals is imposed by domestic or international government or local authority,

in relation to that communicable disease.

Endorsement Ref: END000

Effective Date: 31-Mar-2024

RETROACTIVE ABUSE - CLAIMS MADE (EXCLUDING ST CHRISTOPHER'S)

Under subsection a (public liability) of the public/products liability section of cover, **we** will pay **you** for **your**

- legal liability for damages and costs awarded against **you**
- **costs and expenses** resulting from the claim
- solicitor's fees that **we** agree in writing

arising from any claim first made against **you** and reported to **us** during the period of insurance shown in the policy schedule which arises from any actual or alleged **injury** caused by **abuse** happening in connection with **your** business during the **retroactive cover period** within the United Kingdom and/or European Union if **you** have:

- adhered to and maintained a written protection policy with procedures for safeguarding the welfare of those in **your** care against abuse, assault or molestation by any person
- ensured that all **employees**, or service providers who are engaged by **you** in a care role or who have unsupervised access to those in **your** care:
 - have undergone satisfactory DBS check or similar statutory 'Disclosure' checks at a level appropriate to their care role or unsupervised access prior to engagement in those duties
 - undergo 'Disclosure' recheck every three years
 - have access to and are acquainted with and receive formal training in **your** protection policy (with formal update training based upon current best practice at intervals not exceeding one year)
 - receive formal induction protection training prior to commencement of their duties and are supervised during their probationary service period
- and such documents are retained by **you** in accordance with applicable guidance, legislation and commissioning requirements, and

In the event of allegations or incidents involving abuse, safeguarding, significant accidents or incidents the following documents must be securely retained for no less than 25 calendar years

- employment and engagement application references, identity verification records or similar statutory 'Disclosure' checks and related correspondence
- **your** safeguarding policy including any revisions and records of **your** safeguarding policy training delivered to all of **your** relevant personnel

- **your** accident/incident registers and records of allegations or incidents of **abuse** and action taken including notifications to the appropriate authority or statutory body
- referral assessment, treatment and care plans and any related correspondence for those who are or have been in **your** care

However,

- if **you** knew or ought to have known of any circumstances that existed prior to the date this endorsement started then **we** will not pay **you** for any legal liability that arises from those circumstances
- the most we will pay in the period of insurance shown in the policy schedule for all claims in total plus all **costs and expenses** is £5,000,000
- despite claims condition 1, notification of claims, **you** must notify **us** as soon as possible and within the period of insurance shown in the policy schedule of
 - any claim made against **you**
 - the receipt of any communication of an intention to make a claim against **you**
 - any circumstances of which **you** shall become aware which is likely to give rise to a claim or **you** seeking payment under the policy

You must give **us**

- **your** reasons for **your** anticipation of a claim or request for payment
- full details of dates and persons involved

Your notification to **us** must be within the period of insurance shown in the policy schedule.

If **you** comply with the above then any subsequent

- claim made, or
- request for payment

will be regarded as having been made during the period of insurance shown in the policy schedule.

If **you** fail to do this then **your** claim under section of cover public/products liability may not be covered or the amount **we** pay **you** may be reduced.

Retroactive cover period means 01/04/2016 to 30/03/2020 (both dates inclusive).

Notwithstanding this **we** will not pay **you** for any claim under the public/products liability section of cover arising from or in any way involving **injury** caused by **abuse** during the **retroactive cover period** that arises directly or indirectly from St Christopher's (situate Westbury Park, Bristol, BS6 7JE) and/or directly or indirectly out of the circumstances and/or claim disclosed in the Broker's presentation of the 10/03/2020 in relation to the Abuse incident and investigation at St Christopher's (situate Westbury Park, Bristol, BS6 7JE) from the 30/07/2019.

Endorsement Ref: END000

Effective Date: 31-Mar-2024

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AMENDED DEFINITION OF SPECIFIED ACTIVITY (HYDROTHERAPY POOL)

The use of the hydrotherapy pool at the **premises** located at Aurora Meldreth Manor School & Orchard Manor, Fenny Lane, Meldreth, Royston, SG8 6LG, is not a **specified activity**

However, **you** must ensure that

- the pool is inaccessible when not in use
- when the hydrotherapy pool is in use suitably qualified first aiders and trained practitioners supervise at all times
- a written risk assessment is adhered to at all times.

If **you** fail to do this **your** claim may not be covered or the amount **we** pay **you** may be reduced.

Endorsement Ref: END000

Effective Date: 31-Mar-2024

FOREST SCHOOLS ENDORSEMENT

We will not pay **you** under the public/products liability section of cover where **your** legal liability arises in any way from

- stream dipping
- tree scrambling activities at a climbing height greater than 5 feet
- the use of billhooks unless used in line with the risk assessment provided by Pratish Modasia of Towergate Insurance Brokers dated 07/07/2023 and undertaken with a minimum staff to pupil ratio of 1:3.
- the use of loppers (other than when used below shoulder height) and the like

You will ensure in respect of any tree scrambling activities

- the climbing height is equal to or less than 5ft
- climbing is supervised by a responsible adult
- only those trees which have been pre-selected and pre-inspected for suitability are climbed
- activities are fully risk assessed

If **you** fail to do this **your** claim under the public/products liability section of cover may not be covered or the amount **we** pay **you** may be reduced.

In all other respects the terms and conditions of **your** policy remain unchanged.

Signed:



Managing director, Markel (UK) Limited

Dated: 04-Apr-2024

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