



Key facts

Educational establishments - aggregate (professional liability)

This is a claims made policy which provides cover for claims **which are made and notified to us during the Period of Insurance.**

Cover

Executive and professional liability

Covers:

- the legal liability of governors, directors, council members, officers or trustees of the Educational Establishment whilst acting as governors etc of the Educational Establishment

In addition their legal costs and expenses are covered in respect of:

- any investigations they are required to attend
- the defence of any legal action seeking their disqualification as a director
- the legal liability of the Educational Establishment, governors and employees etc for any civil liability* arising from the specified professional activities and private work undertaken by tutors
- loss of documents for up to £10,000 in total

**N.B. a civil liability is any liability you may incur other than a criminal one. It therefore includes, amongst others, negligence, breach of copyright, breach of intellectual property rights, defamation etc.*

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

Covers the legal liability of the Educational Establishment and its governors, employees etc following an employment dispute.

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

Fidelity (optional)

Covers the Educational Establishment for loss of money or goods arising from the dishonest or fraudulent acts of employees.

Limit and Excess

Each of the previous three sections has a separate limit of indemnity which is not eroded by claims made under another section.

Under each section the limit of indemnity applies to each claim and in total for the period of insurance, subject to a single reinstatement in respect of Executive and Professional Liability.

An excess will apply to all claims with a minimum excess of £10,000 under Employment Law Protection in relation to TUPE

Principal Exclusions

All insuring clauses

- finances and penalties
- disputes with the provider of any finance or funds relating to the legal entitlement or procurement of such funds

Executive and professional liability

- certain dishonest and malicious acts
- pollution unless (in respect of Professional Liability) arising from negligent advice, design, specification or formula
- bodily injury/property damage (other than loss of documents) unless, in respect of Professional Liability, arising from negligent advice, design, specification or formula
- acting as a trustee of a pension scheme

Executive liability

- employment disputes
- claims following the takeover or merger of the Educational Establishment

Professional liability

- claims resulting from ownership of land, buildings or vehicles or craft
- penalties or liquidated damages
- responsibility for the acts of other parties in any consortia and joint ventures
- products liability (however this exclusion does not apply to prototypes which are not connected with navigation, propulsion or control of aircraft etc)
- trading losses incurred

Employment law protection

- dishonest or fraudulent conduct
- the wanton, willful, reckless or intentional disregard of any employment legislation
- the voluntarily assumption of liability *
- claims brought by volunteers
- disputes following the takeover, merger or liquidation of the Educational Establishment
- 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

** N.B. This does not refer to your obligations under the TUPE regulations as these are not voluntarily assumed*

Fidelity

- unexplained shortages
- dishonest acts committed by anyone after you have reason to suspect them
- loss arising outside the United Kingdom
- claims following your takeover or merger of the Educational Establishment



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Principal Conditions

All insuring clauses

- **immediate claims notification**
- **immediate notification of early conciliation**
- claims handling requirements
- subrogation rights
- severability (does not apply to Fidelity section)
- consequences of fraudulent claims
- contract of insurance subject to English or Scottish law (as appropriate)

Executive liability

- cancellation instructions to be sanctioned by all governors, directors, council members, officers and trustees
- use of the Markel Employer Helpline in relation to TUPE

Employment law protection

- cancellation rights
- **immediate notification of early conciliation**

Fidelity

- cancellation rights

This factsheet 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.

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