

Teachers Liability

Peach Pi



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Welcome to Peach Pi

Thank **you** for taking out **your** Teachers Liability insurance with Peach Pi.

We aim to provide **you** with outstanding customer service at all times and to make insuring with **us** as easy and trouble free as possible. **We** are committed to dealing with **your** claims fairly and quickly.

This booklet provides all the details **you** need to know about **your** insurance **policy**. **You** will need to read this alongside **your** schedule and statement of fact documents. A summary of the key information relating to this **policy** is provided in the insurance product information document.

Throughout this **policy** **you** will see certain words in **bold** and **italics**. These words have a special meaning which are explained in the section 'Meaning of words that apply to this **policy**' on page 10.

Please read all the documents **we** send **you** and if anything is incorrect, **you** don't understand or the cover does not meet **your** needs, please contact **us**.

If **your** query or complaint is about how the **policy** was sold to **you** or its administration, please contact **us**.

The Contract

This **policy** together with the schedule and statement of fact form the contract of insurance between **you** and **us**. The **policy** contains information on what is covered and what is not covered. The schedule shows the specific details of **your** cover, including any **endorsements** and **excesses** that are applicable. The statement of fact is a summary of the information **you** have provided to **us** about **you** and **your business**. In return for the premium paid, **we** will provide cover in accordance with this contract for the **period of insurance** shown on **your** schedule.

Important Notice

You must provide a 'fair' presentation of the risk presented to **us**. In that we mean that **you** should disclose all material facts which **you** know or ought to know about the risk and which we can use to either accept, make further enquiries, apply terms and conditions or decline the risk. Failure to do so could result in **your** policy being voided (which is treating the contract as if it had never existed), claims being refused as well as **us** having an option to keep the premium. This applies to all information provided by **you** or on **your** behalf. If **your** circumstances change during the period of the policy **you** must inform **us**.

Please get in touch with **us**, as soon as possible, if **you** are in any doubt regarding the information **you** have provided.

Law Applicable

You and **we** may choose which law will apply to this contract. Unless both parties agree otherwise, English law will apply, but this choice of law does not restrict **your** rights under mandatory provisions of the law of the country where **you** permanently live. **We** have supplied this Agreement and other information to **you** in English and **we** will continue to communicate with **you** in English.

Geographical Limits

Unless otherwise stated on the schedule, **your** cover applies to the whole of the United Kingdom, including the Channel Islands and the Isle of Man.

Excess

This is the first amount of any claim settlement **you** must pay. If **you** decide to have a voluntary excess in return for a premium discount, this will be applied in addition to any standard **policy excess**. Details of these **excesses** will

be shown on **your** schedule. Please note that any limit of indemnity applies after the **excess** has been deducted.

Where liability attaches under one or more of the sections or subsections of this **policy** arising out of one incident, **we** will only deduct one **excess**. The **excess** of the highest value will apply.

Employers' Liability Tracing Office (ELTO)

We are members of the Employers' Liability Tracing Office (ELTO), an independent industry body who maintains a centralised database that helps those who have suffered injury or disease in the workplace to identify the relevant Employers' Liability insurer quickly and efficiently.

It is important, for the services of ELTO to be fully effective, that **you** inform **us** of **your** ERN (Employer Reference Number also known as the Employer PAYE reference) and all subsidiary company names and their ERNs if applicable.

As members of ELTO **we** will forward details of **your policy** if it contains Employers' Liability cover to ELTO together with details of any ERNs **you** have supplied to **us**.

If you need to make a claim

Call 01603 218 099 and quote 'Peach Pi'
(08:30-17:30 Mon-Fri, 09:00-12:30 Sat)

If **you** think **you** have a claim, please call the above number as soon as possible and **we** will take **you** through the process.

In respect of Teachers Liability and Teachers Professional Indemnity claims please notify **us** within 14 days of any incident or potential incident. This will be taken by **us** as notification of claim during the *period of insurance*. There are a number of things that would help **us** to pay **your** claim as quickly as possible;

- have **your policy** number handy (shown on **your** schedule)
- provide **us** with as much information as possible about what happened and the extent of **your** loss or damage
- provide **us** with any police crime reference and/or report, if applicable
- pay the amount that of compensation which **you** are legally liable to pay. See Claims - How **we** settle **your** claim page 6.

What happens next?

Once **you** have called, **we** will issue **you** a claim number and take **you** through the whole process. This will include what **you** are covered for and any *excesses* that apply. If the claim is approved, **we** will either;

- arrange for any repairs to be carried out
- arrange to replace any lost, damaged and stolen property directly to **you**, or
- pay **you** the cash value of the lost, damage or stolen property.

Please note that where **you** request for **us** to pay the cash value, where **we** have offered to repair or replace an item, **we** will not pay more than the amount it would have cost **us** to repair or replace the item.

Claims – What you need to do

1. Let **us** know immediately if **you** receive any written or verbal claims made against **you**
2. Tell **us** about any prosecution, inquest or fatal accident inquiry or dispute for referral or adjudication or court proceedings in connection with any potential claim under **your policy** and upon receipt send **us** every letter, court order, summons or other legal documents served upon **you**
3. **You** must provide all relevant information and cooperate fully to assist **us** in resolving **your** claim
4. Unless **we** give **you** consent to do so, please do not;
 - admit or deny any responsibility for any incident
 - negotiate or settle any claims made against **you** by anyone else
 - dispose of any items that have been damaged
 - abandon any property to **us**.

Claims – How we settle your claim

The following claims conditions apply to the whole of this *policy*. Any other claims conditions and procedures are shown in the section to which they apply.

1. The most **we** will pay for any one claim is the limit of indemnity for each section as shown on **your** schedule.
2. **You** will be responsible to pay any **excess** shown on **your** schedule before **we** settle **your** claim – see section '**Excess**' on page 4.
3. When **we** deal with **your** claim, **you** must at **your** expense give **us** any information **we** may reasonably require and co-operate fully in the investigation of any claim under this *policy*.
4. Dual insurance. This is when **you** are insured by two or more independent insurance policies for the same risk. If any injury, loss, damage or liability is covered by any other insurance then **we** will not pay for any loss or claim where **you** would be entitled to be paid under any other insurance if this *policy* did not exist.

In the event there is a more specific policy in place this *policy* would sit in excess of the more specific policy.

5. **We** will indemnify **you** against the sums **you** have to pay as compensation, including any liability for claimants' legal costs and expenses. **We** will also pay defence costs but **we** will not pay costs for any part of a claim not covered by this *policy*.
6. In respect of sub-contractors or outsourcers **we** will indemnify **you** against any claim falling within the scope of what is covered in each section, claims against **you**, which is brought as a result of any **business** activity undertaken on **your** behalf

by any sub-contractor or outsourcer.

7. **We** have the right and duty to defend **you** against any claim or part of a claim brought against **you** which is covered by this *policy* and which **we** consider **you** have reasonable prospects of successfully defending. If **we** do not consider that **you** have reasonable prospects of defending a claim or part of a claim **we** have the right but not the obligation to take control of and conduct in **your** name, the investigation, settlement or defence of the claim or part of the claim.
8. **You** must give **us** prompt notice of anything which is likely to give rise to a claim under this *policy*, in accordance with the terms of each section.
9. Make every reasonable effort to minimise any loss, damage or liability and take appropriate emergency measures immediately if they are required to reduce any claim.
10. Give **us** all assistance which **we** may reasonably require to pursue recovery of amounts **we** may become liable to pay under this *policy*, in **your** name but at **our** expense.

Complaints

If **you** are unhappy with **our** products or services, please contact **us** as soon as possible. **You** can complain in writing or over the phone at any time by contacting **us** using the details below:

Peach Pi
Insurance Service Centre
Mallinson House
38-42 St Peter's Street
St Albans
Herts
AL1 3NP

Telephone - 0330 3141592

We will investigate **your** complaint carefully and fairly. **We** will keep **you** informed of progress and respond to **your** complaint in writing as soon as possible. For more complex issues, **we** may need a little longer to investigate or to ask for further information.

If **you** are not satisfied with **our** response, or how **we** dealt with **your** complaint, or **we** have not responded within 8 weeks, **you** can refer **your** complaint to the Financial Ombudsman Service by using the details below:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone:
0800 023 4567 or 0300 123 9123

Email:
complaint.info@financial-ombudsman.org.uk

Website:
www.financial-ombudsman.org.uk

Please note that this complaints process does not restrict your right to take legal proceedings.

The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may

be entitled to compensation from the scheme in the unlikely event **we** cannot meet **our** obligations to **you**. This depends on the type of insurance and circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim, without any upper limit; for compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim without any upper limit. Further information about the compensation arrangements is available from the FSCS (www.fscs.org.uk).

Cancellation and Charges

You or **we** can cancel the **policy** by giving 30 days' written notice. **We** will give **you** a refund of the premium for the remaining period only if **we** cancel the **policy**, unless **you** have made a claim in which case no return of premium will be payable.

Multiple insureds - The most **we** will pay is the relevant amount shown in the schedule.

If more than one **insured** is named in the schedule, the total amount **we** will pay will not exceed the amount **we** would be liable to pay to any one of **you**.

You agree that the **insured** named in the schedule, or if there is more than one **insured** named in the schedule the first of them is authorised to receive all notices and agree any amendments to the **policy**.

Policy Conditions that apply to this policy

Changes you must tell us about

To ensure that **you** continue to enjoy the full protection of **your policy** cover, please let **us** know immediately if there has been any change in circumstances or to the material facts provided to **us** and/or the information contained on **your** schedule or statement of fact. It's very important to keep this information up to date. Any change **you** tell **us** about may result in **your** premium changing and the terms and conditions

of the *policy* may also have to be amended.

Making a false statement, misrepresenting the risk or withholding information could result in *your policy* being voided, which is treating the contract as if it had never existed. As a result, all claims under this *policy* will be refused and all premiums may be kept by *us*.

Fraud

We have the right to cancel this and any other products *you* hold with *us* and share information about *your* behaviour with other organisations to prevent further fraud. *We* may also involve the relevant authorities who are empowered to bring criminal proceedings. If a fraudulent, false or exaggerated claim has been made under [this or](#) any other *policy you* hold with *us*, *we* may cancel this *policy*. *We* may also retain the full premium.

It is *your* responsibility to ensure that all information provided by *you* or on *your* behalf is accurate and complete and will remain so for the duration of the *policy*. Please get in touch with *us*, as soon as possible, if *you* are in any doubt regarding the information *you* have provided.

Aggregate Limit

Where this *policy* specifies an aggregate limit, this means *our* maximum payment for all relevant claims or losses covered under the *policy* during the *period of insurance*.

If the *period of insurance* is continuous, the aggregate limit will apply to all relevant claims or losses covered under the *policy* during the 12 months from the date the continuous cover starts. Each aggregate limit will be reinstated to

the level shown in the schedule at each anniversary.

Arbitration

If *you* and *we* disagree over any amount to be paid to *you*, the matter will be decided by an arbitrator appointed in line with the legal procedures in force at the time.

If a disagreement goes to arbitration, *you* will not be able to take action against *us* unless the arbitrator decides in *your* favour.

Basis of insurance

Because of its importance, all information which *you* or anyone on *your* behalf provided before *we* agreed to insure *you* is incorporated into and forms the basis of this *policy*.

All facts and matters which might be relevant to *our* consideration of *your* proposal must be disclosed and all material representations made to *us* must be true, otherwise *we* are entitled to treat this insurance as if it had never existed.

VAT

If *you* are accountable to the tax authorities for VAT, any payments *we* make under this *policy* will not include VAT.

Due Diligence

You must take reasonable steps to prevent accident or injury and to protect *your* property against loss or damage. *You* must keep any property insured under this *policy* in good condition and repair.

Premium payment

We will not make any payment under this **policy** unless **you** have paid the premium.

Renewal

At around 21 days before **your** insurance is due for renewal, **Alan Boswell** will either:

- send **you** the renewal invitation, setting out the next **period of insurance** premium (as well as an indication of last year's premium) and any changes to **your** terms and conditions or
- provide confirmation that **we** are unable to renew **your policy**, giving **you** time to find alternative arrangements.

Rights of third parties

You and **we** are the only parties to this **policy**. Nothing in this **policy** is intended to give any person any right to enforce any term of this **policy** which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

Transfer of interest

You can only transfer the policyholder's interest in this insurance to someone else with **our** written permission.

UK Jurisdiction

Any action for compensation against **you** must take place in a court in the **geographical limits**. The parties to an insurance contract are free to choose the law that will apply. Unless **we** agree in writing with **you** otherwise, this insurance shall be subject to the law applying in that part of the United Kingdom, Channel Islands or Isle of Man where **you** have **your** principal place of **business**. If there is any dispute, the law of England and Wales shall apply. This insurance shall not be brought into contribution in any loss for which **you** are entitled to receive compensation from any other source.

General Policy Exclusions that apply to this policy

As with most insurers **we** can't cover everything. Listed below are the general **policy** exclusions that apply to the whole of the **policy**. There are also additional specific exclusions which will be shown under 'what is covered' and 'what is not covered'.

1. Claims arising either directly or indirectly from **war, terrorism** and/or **nuclear risks**.
2. **Asbestos risks**.
3. **Communicable Disease**.
4. Claims payable to individuals/companies on the UK/US sanctioned lists.
5. Claims arising directly or indirectly from **abuse**.

Meaning of words that apply to this policy

Certain words in this *policy* booklet and schedule will have a special meaning wherever they appear. The definitions below will apply to the whole *policy*. Where *you* see a word highlighted in bold and italics in this *policy* booklet, it will mean the following:-

Abuse

Physical or mental abuse, including assault, harassment, invasion of privacy, any act of a sexual nature or any act undertaken with a sexual motive.

Asbestos Risks

- a) the mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres
- b) exposure to asbestos, asbestos fibres or materials containing asbestos; or
- c) the provision of instructions, recommendations, notices, warnings, supervision or advice given, or which should have been given, in connection with asbestos, asbestos fibres or structures or materials containing asbestos

Business

Your business or profession as shown in the schedule, limited to teaching, lecturing, tutoring and educational consultancy.

Communicable Disease

Bodily injury, property damage or any other loss, cost or expense, arising directly or indirectly, in whole or in part, out of the actual or alleged transfer of any illness transmittable from one person to another, or which is in any way related to the transfer of such an illness, or any fear or threat of the spread of such an illness.

Endorsement

A change to the terms of the *policy*.

Excess

The amount *you* must bear as the first part of each agreed claim.

Extreme Activities

Activities that present a high level of inherent danger (that is involving speed, height or involving inland/offshore water) An activity that risks the loss of life or injury even if performed optimally by the highly skilled.

Geographical Limits

The geographical area shown in the schedule.

Nuclear Risks

- a) any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;
- b) any products or services which include, involve or relate in any way to anything in (a) above, or the storage, handling or disposal of anything in (a) above;
- c) all operations carried out on any site or premises on which anything in (a) or (b) above is located.

Period of Insurance

The time for which this *policy* is in force as shown in the schedule.

Policy

This insurance document and the schedule, including any endorsements.

Terrorism

- (a) any act or preparation in respect of action or threat of action designed to influence the government de jure

or de facto of any nation or any political division of any nation, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which:

- (i) involves serious violence against a person;
 - (ii) involves serious damage to property;
 - (iii) endangers a person's life other than that of the person committing the action;
 - (iv) creates a serious risk to the health or safety of the public or a section of the public;
 - (v) is designed to interfere with or seriously disrupt an electronic system.
- (b) any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**.

Virus

A piece of unauthorised executable code which propagates itself through your computer system or network.

War

War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.

We/Us/Our

NPA Insurance Ltd t/as Peach Pi

You/Your/Insured

The insured named in the schedule.

Teachers Professional Indemnity

Your schedule will show if this section applies and the sums insured or limits that relate to each type of incident.

Please note that the following 'What is not covered' sections should also be read in conjunction with the 'General policy exclusions that apply to this policy' section (see page 9).

Meaning of words that apply to this section only

Certain words in this section will have a special meaning wherever they appear. The definitions below will apply to the whole section. Where *you* see a word highlighted in bold and italics in this *policy* booklet, it will mean the following:-

Business Activity

The activities shown in the schedule, which *you* perform in the course of *your business*.

Defence Costs

Costs incurred with *our* prior written agreement to investigate, settle or defend a claim against *you*.

Insured Persons

Includes any person who was, is or during the *period of insurance* becomes *your* partner or director or senior manager in actual control of *your* operations.

What is covered

If during the *period of insurance*, and as a result of *your business activity* within the *geographical limits* for clients, any party brings a claim against *you* for:

- Negligence or breach of a duty of care,
- Negligent misstatement or negligent misrepresentation,
- Infringement of intellectual property rights including copyright, patent, trademark or moral rights or any act of passing-off,
- Defamation,
- Dishonesty of *your* individual partners, directors, employees or self-employed freelancers directly contracted to *you* and under *your* supervision,

we will indemnify *you* against the sums *you* have to pay as compensation.

Additional cover

Avoiding a potential claim against you

If *your* client has reasonable grounds for being dissatisfied with the work *you* have done, refuses to pay for any or all of it, including amounts *you* legally owe to sub-contractors at the date of the refusal, and threatens to bring a claim against *you* for more than the amount owed, it may be possible to settle the dispute with the client by *your* agreeing not to press for the

disputed amount. If so, **we** will pay **you** the amount owed to **you** at that time if **we** believe that this will avoid a legitimate claim for a greater amount and **we** have given **our** prior written approval to settling in this way and for this amount.

Alternatively, if it is not possible to reach agreement with the client on this basis but **we** still believe that by not pressing for the disputed amount **you** will avoid a legitimate claim or counterclaim for a greater amount, **we** will pay the amount owed to **you** at that time.

If a claim is still brought, **we** will deal with it but **our** total payment, including what **we** have already paid **you** or on **your** behalf, will not exceed the applicable limit of indemnity shown in the schedule. **You** must return the amount **we** have paid if **you** eventually recover the debt less **your** reasonable expenses.

Once **we** agree to make this payment **you** will assign to **us** such rights as **you** have in relation to the amounts owed to **you**.

We will not make any payment for any part of a claim not covered by this section.

Your own losses Loss of documents

If during the *period of insurance* any document, information or data of **yours** which is necessary for the performance of **your business activity** is lost, damaged or destroyed while in **your** possession, **we** will cover **you** against the cost of restoring or replacing it.

What is not covered

A. We will not make any payment for any claim or loss directly or indirectly due to:

1. any investment of, or direct advice on the investment of, client funds.
2. any survey or valuation of physical property or any construction or erection work, other than heating, lighting, electrical, venting and other work normally undertaken by a Building Services Engineer.
3. **your** operation or administration of any pension or employee benefit scheme or trust fund, or the sale or purchase of or dealing in any stocks, shares or securities.
4. **your** breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation.
5. any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
6. breach of confidence or misuse of any information or infringement of any right to privacy.
7. the work of any personnel supplied by **you** to a client, unless **you** have breached a duty of care in supplying them.
8. transmission of a computer *virus*.
9. **your** liability under any contract which is greater than the liability **you** would have at law without the contract.
10. the death or any bodily or mental injury or disease suffered by anyone, unless arising directly from **your** breach of a duty of care in the performance of a *business activity*.
11. anyone's employment with or work for **you**, or any breach of an obligation owed by **you** as an employer or any kind of discrimination, harassment or unfair treatment.
12. the ownership, possession or use of any land or building, any animal, any aircraft, watercraft or any motor vehicle.
13. the loss, damage or destruction of any tangible property. This does not apply to documents in **your** care, custody or control in connection with a *business activity* for a client or to **your** own loss under the cover for loss of documents.
14. the loss, damage or destruction of any bearer bonds, coupons, share certificates, stamps,

money or other negotiable paper.

15. the loss or distortion of any data of **yours** held electronically.
16. any personal liability incurred by a director or officer of **yours** when acting in that capacity or managing **your business**, or **your** breach of any fiduciary duty, or any statement, representation or information concerning **you** or **your business** contained in **your** accounts, reports or financial statements.
17. **your** supply, manufacture, sale, installation or maintenance of any product.
18. any statement **you** knew, or ought reasonably to have known, was defamatory at the time of publication
19. any act, breach, omission or infringement **you** deliberately, spitefully, dishonestly or recklessly commit, condone or ignore. This does not apply to any claim for dishonesty. **We** will not in any event provide cover to any party who actually commits, condones or ignores any dishonesty.
20. any shortcoming, or alleged shortcoming, in **your** work which **you** knew about, or ought reasonably to have known about, before **we** agreed to insure **you**.

B. We will not make any payment for:

1. any claim brought by an insured within the definition of **you** or any party with a financial, executive or managerial interest in **you**, including any parent company or any party in which **you** have a financial, executive or managerial interest, including any subsidiary company. This does not apply to a claim based on a liability to an independent third party directly arising out of the performance of **your business activity**.
2. that part of any claim where **your** right of recovery is restricted by any contract.
3. **your** lost profit, mark-up or liability for VAT or its equivalent.
4. **any** trading loss or trading liability including those arising from the loss of any client, account or business.
5. fines and contractual penalties, aggravated, punitive or exemplary damages, and additional damages under section 97(2) of the Copyright, Designs and Patents Act 1988 or any statutory successor to that section.
6. any claim, including arbitration, brought outside the countries set out in the schedule under Applicable Courts.

This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts. of confidence or misuse of any information or infringement of any right to privacy.

Policy Limit

The most **we** will pay for the total of all claims, losses and **defence costs** is the single limit of indemnity shown in the schedule, irrespective of the number of claims. **You** must pay the **excess** shown in the schedule for each claim, including **defence costs**.

For lost, damaged or destroyed documents, information or data, **we** will pay the reasonable expenses **you** incur with **our** prior written consent in restoring or replacing them.

At any stage of a claim **we** can pay **you** the applicable limit of indemnity or what remains after any earlier payment from that limit. This includes **defence costs** already incurred at the date of **our** payment. **We** will then have no further liability for any claim, loss or costs.

Policy Conditions for this section

We will not make any payment under this section:

1. unless **you** notify **us** promptly of the following within the *period of insurance* or at the latest within 14 days after it expires for any problem **you** first become aware of in the seven days before expiry:
 - a. **your** first awareness of a shortcoming in **your** work for a client which is likely to lead to a claim against **you**. This includes any criticism of **your** work even though regarded by **you** as unjustifiable.
 - b. any claim or threatened claim against **you**.
 - c. **your** discovery, or the existence of reasonable grounds for **your** suspicion, that any partner, director, employee or self-employed freelancer has acted dishonestly.
 - d. **your** discovery that any document, information or data of **yours** has been lost, damaged or destroyed.
2. if, when dealing with **your** client or a third party, **you** admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. **You** must also not reveal the amount of cover available under this insurance unless **you** had to give these details in negotiating a contract with **your** client or have **our** prior written agreement.

Teachers Public and Products Liability

Your schedule will show if this section applies and the sums insured or limits that relate to each type of incident.

Please note that the following 'What is not covered' sections should also be read in conjunction with the 'General policy exclusions that apply to this policy' section (see page 9).

Meaning of words that apply to this section only

Certain words in this section will have a special meaning wherever they appear. The definitions below will apply to the whole section. Where *you* see a word highlighted in bold and italics in this *policy* booklet, it will mean the following:-

Applicable Courts

The United Kingdom, including up to 21 days in any one *period of insurance* outside the UK.

Defence Costs

Costs incurred with *our* prior written agreement to investigate, settle or defend a claim against *you*.

Insured

Also includes any person who was, is or during the *period of insurance* becomes *your* partner or director or senior manager in actual control of *your* operations.

Pollution

Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.

Property Damage

Physical loss of or injury to or destruction of tangible property including the resulting loss of use of such property.

Bodily Injury

Death, or any bodily or mental injury or disease of any person, unless arising directly from *your* breach of a duty in the performance of a *business* activity.

Denial of Access

Nuisance, trespass or interference with any easement or right of air, light, water or way.

Personal Injury

False arrest, detention, or imprisonment; malicious prosecution; wrongful entry into, or eviction of a person from, a room, dwelling or premises that they occupy; invasion of any rights of privacy.

Products

Any goods supplied to others which were sold, manufactured, repaired, installed, erected, altered, cleaned or treated by *you*.

Tool of Trade

Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.

What is covered

We will indemnify **you** against the sums **you** have to pay as compensation arising from losses occurring:

- (i) in connection with the **business**
- (ii) during the **period of insurance**
- (iii) within the **geographical limits**
- (iv) within any member country of the European Union in respect of any journey or temporary visit in connection with the **business** by **you** or any of **your** directors, partners or employees normally resident within the **geographical limits**,

in respect of:

- (a) accidental **bodily injury** to any person,
- (b) damage to material property,
- (c) accidental nuisance or trespass, obstruction, loss of amenities or interference with any right of way, light, air or water,
- (d) **personal injury**.

This includes a claim against any employee or volunteer worker of **yours** when they are acting on **your** behalf in whatever capacity.

We will also pay **defence costs** but we will not pay costs for any part of a claim not covered by this section.

If, as a result of **your** business, any party brings a claim against **your** client or customer or a distributor of **your products** and **you** are liable for that claim, **we** will treat such claim as if made against **you** and make the same payment to the client, customer or distributor that **we** would have made to **you**, provided that the party to be indemnified:

- a. has not, in **our** reasonable opinion, caused or contributed to the claim against them;
- b. accepts that **we** can control the claim's defence and settlement in accordance with the terms of this section;
- c. has not admitted liability or prejudged the defence of the claim before **we** are notified of it;
- d. gives **us** the information and co-operation **we** reasonably require for dealing with the claim.

Criminal Proceedings

If any governmental, administrative or regulatory body brings any criminal action against **you** during the **period of insurance** for any breach of statute or regulation directly relating to any actual or potential claim under this section, **we** will pay the costs incurred with **our** prior written consent to defend such an action against **you** or any employee of **yours**.

What is not covered

- A. **We** will not make any payment for any claim or loss directly or indirectly due to:
 - 1. loss of or damage to any property belonging to **you** or which at the time of the loss or damage is in **your** care, custody or control. This does not apply to:

- employees' or visitors' vehicles or effects while on **your** premises;
 - premises, including their contents, which are not owned or rented by **you**, where **you** are temporarily carrying out **your business**;
 - premises rented to **you**, for loss or damage not insurable under property insurance policies and for which **you** would not be liable other than by the lease or other agreement.
2. the ownership, possession, maintenance or use by **you** or on **your** behalf of any aircraft or other aerial device, hovercraft, watercraft (other than hand propelled or sailing craft less than 20 feet in length in inland or territorial waters) or any mechanically propelled vehicles and their trailers.

This does not apply to:

- any **tool of trade**;
 - the loading or unloading of any vehicle off the highway.
3. **bodily injury** to any person arising out of and in the course of their employment under a contract of service or apprenticeship with **you**.
- 4.
- a) any **pollution** of buildings or other structures or of water or land or the atmosphere;
- b) any **bodily injury** or **property damage** directly or indirectly caused by **pollution** unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **period of insurance** ;
- c) any **pollution** occurring in the United States of America or Canada.
5. transmission of a computer **virus**
6. designs, plans, specifications, formulae, directions or advice prepared or given by **you** for a fee.
7. the costs of repairing, reconditioning or replacing any product or any of its parts.
- 8.
- a) any of **your products** relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such products;
- b) any of **your products** installed in aircraft, including missiles or spacecraft, or used in connection with such craft, or for tooling used in their manufacture including ground-handling tools and equipment, training aids, instruction manuals, blueprints, engineering or other data, advice and services and labour relating to such craft or **your products**.
9. any act, breach, omission or infringement **you** deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated.
10. **your** liability under any contract which is greater than the liability **you** would have at law without the contract.
11. Excluding claims arising from **extreme activities**.
12. Any claim arising directly or indirectly from any injury to an individual caused by another individual whilst both are under **your** supervision.
- B. We will not make any payment for:

1. the part of any claim where **your** right of recovery is restricted by any contract.
2. fines and contractual penalties, punitive or exemplary damages.
3. any claim, including arbitration, brought outside the **applicable courts**.

This applies to proceedings in the **applicable courts** to enforce, or which are based on, a judgment or award from outside the **applicable courts**.

Policy Limit

We will pay up to the limit of indemnity shown in the schedule for each actual or threatened claim, unless limited below. **We** will also pay for **defence costs**. However, if a payment greater than the limit of indemnity has to be made for a claim **our** liability for **defence costs** will be limited to the same proportion that the limit of indemnity bears to the amount paid. **You** must pay the **excess** for each claim.

All claims which arise from the same original cause, a single source or a repeated or continuing shortcoming in **your** work will be regarded as one claim.

- a. For claims arising from **your products**, the most **we** will pay is a single limit of indemnity for the total of all such claims. **We** will also pay for **defence costs** for those claims until the limit of indemnity has been exhausted. **You** must pay the relevant **excess** shown in the schedule.
- b. For claims arising from **pollution**, the most **we** will pay is a single limit of indemnity for the total of all such claims and their **defence costs**, including any claims forming part of a series of other claims regarded as one claim under this section. **You** must pay the relevant **excess** shown in the schedule.
- c. For claims brought in the United States of America or Canada, the most **we** will pay is a single limit of indemnity for the total of all such claims and their **defence costs**. **You** must pay the relevant **excess** shown in the schedule.
- d. The most **we** will pay for the costs to defend criminal proceedings is the amount shown in the schedule. This applies to all actions brought against **you** during the **period of insurance**.

At any stage **we** can pay **you** the applicable limit of indemnity or what remains after any earlier payment from that limit. **We** will pay **defence costs** already incurred at the date of **our** payment. **We** will then have no further liability for those claims or their **defence costs**.

Policy Conditions for this section

We will not make any payment under this section:

1. unless *you* notify *us* promptly of any claim or threatened claim against *you*.
2. Unless *you* notify *us* as soon as practicable of:
 - *your* discovery that *products* are defective;
 - any threatened criminal action by any governmental, administrative or regulatory body.
3. if, when dealing with *your* client or a third party, *you* admit that *you* are liable for what has happened or make any offer, deal or payment, unless *you* have *our* prior written agreement. *You* must also not reveal the amount of cover available under this insurance, unless *you* had to give these details in negotiating a contract with *your* client or have *our* prior written agreement.
4. *We* will not make any payment for products claims if *you* fail to make reasonable steps to remedy rectify at *your* expense any defects or failure in the goods or services *you* have supplied to a client, customer or distributor.

We have the right, but not the obligation, to take control of and conduct in *your* name, the investigation, settlement or defence of any claim. If *we* think it necessary *we* will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. *We* may appoint *your* own solicitor but on a similar fee basis as *our* solicitor and only for work done with *our* prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

Employers' Liability

Your schedule will show if this section applies and the sums insured or limits that relate to each type of incident.

Please note that the following 'What is not covered' sections should also be read in conjunction with the 'General policy exclusions that apply to this policy' section (see page 9).

Meaning of words that apply to this section only

Certain words in this section will have a special meaning wherever they appear. The definitions below will apply to the whole section. Where *you* see a word highlighted in bold and italics in this *policy* booklet, it will mean the following:-

Costs

- a) claimants' *costs* and expenses
- b) *costs* incurred with *our* written consent in defending any claim for damages
- c) *costs* incurred with *our* written consent for:
 - i) representation at any coroner's inquest or fatal *injury* inquiry
 - ii) defending in any court of summary jurisdiction any proceedings in respect of any act or omission causing or relating to any event which may be the subject of cover under this *policy*.

Indemnity Limit

The maximum *we* will pay.

Employee(s)

Any person working for *you* in connection with *your business* who is under a contract of service or apprenticeship, a self-employed person, a person hired to or borrowed by *you*, a voluntary helper or a person participating in a work experience or similar scheme.

Injury

Bodily *injury*, death, disease, illness or nervous shock.

What is covered

We will pay for all amounts which *you* become legally liable to pay to an *employee* as compensation for accidental *injury* caused within the *geographical limits* in connection with *your business* during the *period of insurance*. In addition to any claim for damages *we* will pay legal fees and *costs we* have agreed in writing.

The total amount *we* will pay does not exceed the *indemnity limit* shown in *your* schedule.

What is not covered

- any liability for which *you* had or should have had motor insurance.

You are also covered for

Injuries to working partners

In respect of accidental **injury** sustained by any working partner named in the schedule **we** will deem such partner to be an **employee** provided that **we** shall only be liable under this cover where:-

- a. the **injury** is sustained whilst such partner is working in connection with the **business**
- b. the **injury** is caused by the negligence of another partner or **employee** whilst working in the **business**.

Health and safety at work defence costs

We will also cover **you** and at **your** request any director, **business** partner or **employee** against:

- a. **costs** and expenses incurred with **our** prior consent
- b. **costs** awarded against **you** or **your** director, **business** partner or **employee** in the defence of any criminal proceedings arising from an alleged breach of Section 36 or 37 of the Health and Safety at Work etc Act 1974 for an offence as defined in Section 33 of that Act or the Health and Safety at Work (Northern Ireland) Order 1978 or an offence as defined in Article 31 of that Order occurring during the **period of insurance** in the course of the **business** including any appeal against conviction arising from those proceedings. This additional cover extension will only apply to proceedings brought in the **geographical limits**.

Excluding:-

- **costs** for which **you** or any director, **business** partner or **employee** has effected a more specific legal expenses protection or insurance
- proceedings or appeals consequent upon any deliberate act or omission and **you** will immediately repay **us** all **costs** and expenses paid by **us** prior to any deliberate act or omission being established
- proceedings not related to the health, safety or welfare of an **employee**.

Corporate Manslaughter and Corporate Homicide Act 2007

We will cover **you** in respect of legal **costs** and expenses incurred with **our** prior written consent in connection with the defence of any criminal proceedings including any appeal against conviction arising from any proceedings brought in respect of a charge or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the **period of insurance** in the course of the **business**. Provided that:-

- a. **our** liability under this additional cover extension will not exceed £5,000,000 in any one **period of insurance**. This limit will form part of and not be in addition to the **indemnity limit** stated in the schedule
- b. this additional cover extension will only apply to proceedings brought in the **geographical limits**
- c. **we** must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of **you**
- d. **you** will give **us** immediate notice of any summons or other process served upon **you** which may give rise to proceedings under this additional cover extension
- e. in relation to any appeal counsel has advised there are strong prospects of that appeal succeeding;

- f. **we** will be under no liability:-
- i. where **you** have committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
 - ii. in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from those proceedings in respect of a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made under them
 - iii. where cover for defence **costs** is available from any other source or is provided by any other insurance or where but for the existence of this additional cover extension cover would have been provided by another source or insurance
- g. where **we** have already covered **you** in respect of legal **costs** or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of or investigation connected with corporate manslaughter or corporate homicide under another additional cover extension applicable to this section the amount paid under that additional cover extension will be taken into account in arriving at **our** liability payable under this additional cover extension.

Court attendance costs

We will pay **you** the daily rates stated below if any of the following are required to attend court as a witness at **our** request:-

- a. **you**, any director or **business** partner - £200
- b. any **employee** - £250.

Unsatisfied Court judgements

If a judgement for compensation or costs in respect of *injury* sustained by any *employee* arising out of and in the course of employment or engagement by *you* in connection with the *business* and caused within the *geographical limits* during the *period of insurance*:

- a. is obtained by such *employee* in any Court situated in the territories specified in *geographical limits*
- b. against any person or corporate body domiciled or operating from premises within such territories and
- c. remains wholly or partly unsatisfied 6 months after the date of such judgement. *We* will if *you* request pay to the said employee the amount of any such compensation and *costs* to the extent that they remain unsatisfied. Provided that:
 - i. there is no appeal outstanding
 - ii. the *employee* shall have assigned the judgement to *us*.

Special conditions

Discharge of liability

We may, at any time, pay *you* the applicable *indemnity limit* (after deduction of any sums already paid) or any lesser amount for which any claim may be settled and *we* will be under no further liability.

Joint liabilities

Where *your policy* is in joint names of more than one party, cover applies separately to each, provided that *our* total liability will not exceed the applicable *indemnity limit*.

Our right to recover certain amounts

This insurance operates in line with the laws relating to compulsory insurance of liability for *employees* in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands. *You* must pay back any amounts which *we* would not have paid without these laws.

Compulsory insurance

You must repay *us* any amounts which *we* are required by compulsory insurance legislation to pay out under this *policy* to the extent that *we* would not otherwise have been liable to make such payments on account of a breach of any of the terms or conditions of this *policy*.

Legal Entity and Regulation

Peach Pi is a trading style of NPA Insurance Ltd. NPA Insurance Ltd (64269) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, registered number 202069. These details can be confirmed by visiting the Financial Services Register, www.fca.org.uk/register.

NPA Insurance Ltd acts for, and on behalf of, other regulated insurance companies. Further details may be provided on request. Head and registered offices: Mallinson House, 38-42 St. Peters Street, St. Albans, AL1 3NP.

Privacy Information and Data Protection

Peach Pi – Privacy Policy

The following policy discloses the consumer privacy practices of NPA Insurance. If **you** do not consent to these privacy practices, do not accept this insurance policy. This policy explains what personal information **we** have, how **we** use it and how **you** can check and update any of **your** personal information. **You** should also show this notice to anyone else who may be insured with **us**. **You** acknowledge that by providing **your** personal data to **us**, **you** consent to its processing in the manner outlined below. When providing personal data about others, **you** confirm that **you** have the consent of these individuals to supply their personal data. **We** are unable to provide **you** any product or service unless **you** provide explicit consent for the collection of sensitive personal data as defined under the General Data Protection Regulation.

Your Privacy

What information do we collect about you?

Where **we** have collected information directly from **you** it will usually be obvious what this is, as **you** will have given it to **us**. This might not be the case where **we** have used cookies to collect information from **your** computer or portable device. Please see the National Pharmacy Association's cookies policy for more information. **We** may also record and monitor calls and emails or other communications in accordance with UK law.

Information collected from others

We can collect information about **you** from others. This includes information from:

- Joint policyholders. Where **you** are named on a joint policy **we** may collect information about **you** from any named policyholder. **We** will ask them to confirm that they have **your** permission to give **us** this information about **you**.
- Fraud prevention, law enforcement or government agencies and other data sources used to prevent or detect fraud or provide details about criminal convictions or offences.
- HM Treasury and other authorities in relation to regulatory issues e.g. where someone is subject to a financial sanction they will appear on HM Treasury's asset freezing list.
- External sources such as no claims discount databases and Claims and Underwriting Exchange to verify the information **you** have provided.

We use **your** personal information in order to meet **our** obligations in **our** contract of insurance with **you**: **We** use **your** personal data in the following ways:

A. Provide Insurance services

When **you** request **us** to provide **you** with a quote for one of **our** insurance policies or **you** purchase an insurance policy from **us**, **we** use information about **you**:

- To decide what the risk might be in selling **you** the **policy**, to quote for, and provide **you** with, a premium for that **policy** and any special terms that may apply to that **policy**.
- To administer **your policy** and monitor the payment of instalments if **you** pay **your** premium that way.
- To contact **you** about the **policy** (e.g. for renewal purposes); and
- To provide the agreed service if **you** make a claim (e.g. sending a loss adjuster to assess any damage in the event of an insurable event occurring).

We cannot provide the services unless **we** use the information about **you** in this way.

B. Do what we are required to do by law

As part of **our** duty as an insurer providing insurance services, sometimes **we** are required by law to use information about **you**:

- To help make sure **our** customers are being treated fairly (e.g. to assist **our** regulators where **we** have a legal duty to do so);
- To deal with complaints
- To help prevent and detect crime (including, for example, the prevention or detection of fraud): and
- To comply with legal or regulatory obligations.
- **We** can use **your** personal information in this way because **we** are required to do so by law

C. To administer and improve our services

To administer **our** services **we** will share information with others:

- In order to enable **us** to process **your** claim or administer **your** insurance **policy** more cost effectively:
- To help develop **our** products, services and systems to deliver **you** a better sales and claims experience in future: and
- To understand current and future risks in order to provide the correct level of cover and competitive pricing for existing and prospective customers.

We may also process **your** personal data to better understand **you** as a customer. Including to determine how best to retain **your** custom and to identify additional products provided by NPAI that may be of interest to **you**. **We** can use **your** personal information in this way because it is in **our** legitimate interests to provide **you** the services in the most efficient way. **We** will always ensure that **we** keep the amount of **your** personal information that **we** collect and the extent of any processing to the absolute minimum to achieve this efficiency.

Who do we share your personal information with and why do we do it?

It is important that **you** make sure everything **you** tell us is correct and that **you** check **your** documentation because **your** records may be checked in the following circumstances:

- When **you** apply for insurance
- By police and other law enforcement agencies

In particular **we** share information with:

- **Your** spouse or partner, who calls on **your** behalf, provided they are named on the **policy** or have **your** permission to act on their behalf. If **you** would like someone else to deal with **your policy** on **your** behalf on a regular basis then please let **us** know.
- Other insurance companies to help settle any insurance claim or to verify that the information **you** have provided is correct.
- Insurance industry bodies such as the Motor Insurance Database and the Financial Ombudsman.
- Insurance industry databases such as the Claims and Underwriting Exchange where **you** make a claim so that insurers can check **your** claims history is correct and the insurance fraud register.
- The police where they may call to check **you** have valid insurance in place.

How long may we keep your personal information for?

We are only allowed to keep **your** personal information if **we** need it for one of the reasons mentioned previously. As a general rule, **we** will keep **your** information for 7 years from the end of **your** relationship with **us**, as it is likely that **we** will need the information for regulatory reasons or to defend or process a claim. **We** will also retain data in an anonymous form for statistical and analytical purposes, for example to assess risk of flood damage occurring.

When can you ask us to stop using your data?

If **we** rely on **your** consent to collect and process **your** personal information, **you** can ask **us** to stop using **your** personal information at any time by withdrawing **your** consent and **we** will stop using **your** personal information for these purposes with the exception for the reasons outlined previously namely regulatory purposes, claim management and statistical and analytical purposes.

What happens if you don't give us some of your personal information?

Where **you** do not provide the personal information **we** need in order to provide the service **you** are asking for or to fulfil a legal requirement, **we** will not be able to provide the service that **you** are asking **us** to give **you**. **We** will tell **you** about why **we** need the information when **we** ask for it.

How to contact us about this privacy notice

Our Insurance Service Centre will be able to answer questions about this privacy notice or **your** requests to exercise **your** rights which are set out below. Any written enquiries should be address to NPA Insurance, Mallinson House, 38-42 St Peter's Street, St Albans, AL1 3NP.

You may contact us at the address above for one or more of the following reasons:

- To ask **us** to correct information about **you** that is wrong or incomplete (the so-called “Right to rectification”). **You** can also call us on 01727800410 for the same reason, Monday to Friday 9.00 - 17.00.
- To ask **us** to delete personal information about **you** (the so-called right to be forgotten).
- To tell **us** **you** no longer agree to, that **you** object to, or that **you** wish to restrict **us** using information about **you** and ask **us** to stop.
- A right of access, namely to ask us to provide **you** with a copy of all the personal information that **we** have about **you**. To receive this information please write to NPA Insurance at the above address.

A “data portability” right, namely to obtain the information that **you** have provided to **us** for **your** own purposes across different services. **You** may ask for this information to be provided directly to **you** or directly to another organisation. **We** will provide the information in a readable format.

Important Numbers

If you need to make a claim

Call **01603 218099**

and quote 'Peach Pi'

(Mon-Fri 08:30-17:30, Sat 09:00-12:30).

If you need to talk about your policy please contact us on

01603 218000.

www.peachpi.co.uk

Address

Alan Boswell Group

Prospect House

Rouen Road

Norwich

Norfolk

NR1 1RE