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IMPORTANT: This notice does NOT form part of your contract of insurance (Policy).

Camberford Underwriting – Domiciliary Care Insurance Products

In early 2020 our original liability underwriters for this 'scheme' (product) withdrew from providing insurance to domiciliary care, and similar, risk profiles. We have been looking for, and now pleased to provide, products from replacement arrangements with other liability underwriters.

We now have two products available for Domiciliary Care Services Providers.

- A. Domiciliary Care Services Providers (Markel Liability Section)
- B. Domiciliary Care Services Providers (Ascot Liability Section)

As the titles of the products indicate:- the liability section of the two different products are underwritten by

A. Markel International Insurance Company Limited; and

B. Ascot Underwriting Limited (on behalf of Syndicate 1414 at Lloyds of London)

respectively.

Reference to 'Markel' and 'Ascot' in this guide means the products and underwriters detailed above.

Why Offer 2 Products?

Whilst both products follow the 'Camberford Underwriting' format and 'feel', they have differences which reflect approach by the two liability underwriters. There may also be occasions whereby particular risk profiles are only acceptable to one of these.

Our brokers and their customers will naturally consider coverage options, preferences and requirements before arranging cover for each new period of insurance. Given the withdrawal by our previous liability underwriters and new liability sections of products with both Markel and Ascot, this is essential.

Each quotation (regardless of whether cover has been placed with Camberford before) should be reviewed in full and as if 'new', with appreciation that there is a change of product (whichever of our product options is being considered).

By making both products available, and with coverage and limit choices therein, we equip our brokers with all the options we have, to help them work with their customers in selecting the most appropriate policy for each. We are of course happy to provide full quotations for either, or both, of our products (subject to acceptance criteria) and will take direction as to requirements from each producing broker in this respect.

Product Information

Product Information must be reviewed by broker and customer at each quotation (both new business AND renewal).

Each of our quotations will include the following:

1. Quotation

Containing details specific to the proposer/policyholder, including confirmation of which sections of the policy are included.

It is very important that endorsements are read and understood (these can alter the standard policy and/or apply additional exclusions, restrictions, conditions, obligations, extensions and information).

2. Policy Wording

The insurance provided as standard for the product; including terms, conditions and exclusions. This must be read in conjunction with the quotation (or schedule) document which clarifies the sections of the policy wording included and which may in some circumstances alter the standard terms, conditions and exclusions.

3. Policy Summary



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This provides a summary of the standard policy wording main coverage and exclusions. It is not customer specific.

What are the key differences between the 2 Products?

The table below summarises/highlights key differences between the two Domiciliary Care Services Providers insurance products available from Camberford Underwriting.

This is not intended, and must not be considered, to alter any policy, quotation or product in any way. Full details are provided within each quotation/policy.

This table is produced at product level and is <u>NOT</u> specific to individual quotations or proposers and policyholders. It is also not designed, nor intended, to promote one product above another; the main reason we offer two products is in recognition that there are aspects of each which are distinct from the other and which may carry greater or lesser relevance to each customer.

Full consideration of Camberford Underwriting's product and specific terms should be made for each new and renewal quotation. We welcome enquiries and queries and therefore please do contact a member of our Domiciliary Care Insurance team if further explanation is required.

FEATURE	PRODUCT		
	DOMICILIARY CARE SERVICES PROVIDERS (ASCOT LIABILITY SECTION)	DOMICILIARY CARE SERVICES PROVIDERS (MARKEL LIABILITY SECTION)	
OVERVIEW			
Risk Acceptance	As with all insurance products, certain acceptance criteria must be met to enable us to offer terms. Some proposers and/or risk features may be unacceptable to one or both products.		
Premiums / Cost	There is likely to be a significant difference in cost between the two products. This is often impacted by Markel's inclusion of the MKCLE012 endorsement which provides a limited cover - £25,000 aggregate for all claims – for communicable disease claims under the Public Liability Sub-Section. See further details below and full details in each quotation provided. Other risk features and coverage options will also contribute to differences in premiums.		
Key Considerations	We have listed key differences between the two products below. The separation into various types of difference is intended to help and not to imply that any one difference is less important than another.		
Page Numbers	Page numbers shown below are Policy Wording page references for the applicable product		
	LEGAL LIABILITY SECTION – KEY DIFFERENCES		
Coronavirus / Communicable Disease	Exclusion 16 on page 87 applies to the Public and Products Liability Sub-Sections and any extensions. This exclusion does NOT apply to Employers Liability.	 Exclusion 11 on page 91 applies only to Extension 5 (Professional Liability including Malpractice). In addition, <u>ONE</u> of the following will be applied by endorsement (depending on whether the policyholder and risk profile meet Markel's acceptance criteria for MKCLE012): MKCLE012 (Communicable Disease Inner Limit – Sub-Section 2B); OR MKCLE013 (Coronavirus/restriction in movement exclusion – Sub-Sections 2B and 2C) 	



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Abuse Malpractice and	 Abuse is covered as standard per Extension 7 (page 85). The limit of liability being the public/products liability limit. Abuse of children aged under 16 years is excluded. Exclusion 13 (on page 87) clarifies that abuse cover is no wider than that within Extension 7. Where requested (and agreed), this extension can be amended to a 'claims made' basis (covering claims made during the period of insurance including those which may have occurred prior to it). In this instance either endorsement DCABCM2 (Abuse Claims Made Basis (£2,000,000)) or DCABCMB5 ((Abuse Claims Made Basis (£5,000,000)) will apply. These endorsements amend the limit of liability to £2ml or £5ml respectivel;, applicable in the aggregate (all claims in total). The retroactive date would be the first date continuous (uninterrupted) abuse cover has been in force. For certain risk profiles (for example 'home help' non regulated activities), abuse cover may not be available – and will be excluded by endorsement. Section definitions of 'abuse' and 'sexual abuse' (Policy Wording page 72) apply throughout. 	 MKCLE012 applies a £25,000 aggregate limit (all claims in total and inclusive of costs and expenses) for claims caused by 'any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means'. MKCLE013 is an exclusion applicable to the entire Public and Products Liability Sub-Sections. Markel does NOT apply an exclusion to the Employers Liability Sub-Section. The Abuse Exclusion (Exclusion 9 on page 91) similarly excludes abuse of children aged under 16 years. There is no separate 'extension'; the exclusion itself operating as a clarifying clause confirming that cover, other than that which is excluded, is operative. Legal Liability Condition 1 (Continuous Abuse) on page 92 clarifies the Markel approach to contribution to claims occurring over multiple periods of insurance. Section definitions of 'abuse' and 'continuous abuse' (page 75) apply throughout, and 'sexual abuse' is defined within the Exclusion 9 itself.
Professional Liability	 'Malpractice, Treatment and Professional Liability' is covered as standard under Extension 5 (page 84). This operates to the limit of liability of the public and products liability sub-sections and on an 'occurrence' basis which means that it covers claims <u>occurring</u> during the period of insurance. 	 In the Markel product, Legal Liability Extension 5 'Professional Liability Including Malpractice' (pages 87-89 applies a similar coverage type. The scope and basis of cover and exclusions are however <u>significantly</u> <u>different</u> to the Ascot product. This extension operates to a limit of

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Employee Dishonesty	 Exclusion 11 (Professional Advice) on page 87 does NOT apply to this extension. Where requested (and agreed), cover can be extended to include cover for claims made during the period of insurance which may have occurred prior to it. In this instance either endorsement DCPICM2 (Professional Services Retroactive Extension (£2,000,000 Limit Of Liability)) or DCPICM5 (Professional Services Retroactive Extension (£5,000,000 Limit Of Liability)) will apply. These endorsements apply a limit of liability to £2ml or £5ml respectively; applicable in the aggregate (all claims in total). The retroactive date would be the first date continuous (uninterrupted) cover of this type has been in force. For certain risk profiles (for example 'home help' non regulated activities), Malpractice, Treatment and Professional Liability cover may not be available – and will be excluded by endorsement. The section definition of 'professional services' (page 72) applies throughout. Where requested (and agreed) a 'Fidelity Bonding Extension' may be added. In this instance, endorsement FLDCFB (Fidelity Bonding Extension) is applied. This provides cover under the Public Liability Sub-Section for a £50,000 aggregate limit (all claims in total) for acts of dishonesty by employees. This is an additional extension available at a small additional premium (and subject to certain criteria) and is NOT included as standard. 	 liability of £2,000,000 (in the aggregate for all claims) and on a 'claims made' basis (which means it covers claims <u>made</u> during the period of insurance which may have occurred prior to it. The retroactive date is the first date from which this cover has been in force continuously (uninterrupted). The Public Liability Sub-Section specifically excludes 'Professional Services' (exclusion 4 on page 81), meaning that such cover is provided only under the provisions of this Extension 5 'Professional Liability including Malpractice'. Where requested (and agreed, the limit of liability can be increased to £5,000,000. In this instance endorsement MKCLE003 (Cover Alteration – Section 2 Extension 5 (Professional Liability Including Malpractice)) will apply. The section definition of 'professional services' (page 76) applies throughout and differs from the Ascot product definition. Extension 5 (Professional Liability Including Malpractice) on pages 87-89 includes an extension for a £50,000 aggregate inner limit (all claims in total) for claims involving dishonest, fraudulent, criminal, malicious acts or omissions. This is included as standard. No additional premium is required.
LEGAL LIABI	LITY SECTION REFERENCE, NUMBERING OR OTHEI COMPARISON	R DIFFERENCES – TO ASSIST WITH A DETAILED
Clinical Trials	There is a definition for 'clinical trials' on page 72. This is applied within Exclusion 15 on page 87.	Exclusion 15 on page 87 is the same exclusion; the defined term, however, is stated within it rather than in the Section Definitions list.
Fungus or Mould Exclusions	Fungus or Mould is excluded by Legal Liability Exclusion 8 (on page 87).	The similar exclusion in the Markel product is Exclusion 6 (Mould) on page 90. The method/scope of exclusion is different and uses Markel specific definitions of 'mould' and 'mould event' which can be found on pages 75 and 76.
Offshore	 'Offshore' is defined on page 72 and cover/limitations clarified specifically within: exclusion (b) on page 74 and extension 2 	In the Markel product this is handled by Exclusion (b) on page 77.

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	 on page 75 (Employers Liability) exclusion 5 on page 86 (Public and Products Liability). 	There is no inner limit/extension in this respect under Employers Liability.
	A £5,000,000 inner limit is applied under the Employers Liability Sub-Section	
Terrorism – Employers Liability	A £5,000,000 inner limit applies to terrorism under the Employers Liability Sub-Section.	The same limitation (to £5,000,000) is applied for the Markel product, but in a different way; being within General Exclusion 3 on page 22.
Pollution or Contamination Exclusion	This is Exclusion 6 on page 86.	The similar exclusion in the Markel product is Exclusion 4 (Pollution or Contamination) on page 90. Markel applies a definition of pollution (page 76) within this.
Costs and Expenses - Definition		'Costs and expenses' is defined (page 75) and applied throughout the Legal Liability Section. This is a Markel approach to clarifying costs and expenses where the defined term appears.
Jurisdiction - Definition		Markel applies a definition (on page 75) stating that jurisdiction is within the 'United Kingdom' which is itself defined as including the Isle of Man and Channel Islands (page 12).
Property and You/Your/Yours/The Insured/The Policyholder - Definitions	There are slightly different methods of defining these terms within the Ascot and Markel products (pages 72-73 and 76 respectively)	
Similar Public and	The two products contain a number of similar Public and Products Liability exclusions, but which	
Products Liability		different ways
Exclusions	The Ascot product contains Legal Liability Section Exclusion 4 (Defective Workmanship, Replacing, Rectifying, Recalling or Guaranteeing Performance Of Goods) on page 86.	 The Markel similar exclusion is by Public Liability Sub-Section Exclusion 3 (Goods) part (a) on page 80; and Products Liability Sub-Section Exclusion 3 (Goods) part (a) on page 84
	 The Ascot product contains Legal Liability Section Exclusion 5 (Aircraft, Watercraft or Offshore Structures) on page 86. 	 The Markel similar exclusion is by Public Liability Sub-Section Exclusion 3 (Goods) part (b) on page 80; Sub-Section Exclusion 2 (Vehicle/Craft Ownership, Possession or Use) on page 80 Products Liability Sub-Section Exclusion 3 (Goods) part (b) on page 84.
	 Exports to the USA/Canada are excluded at Products Liability Sub-Section Exclusion 1 (Exports to United States Of America Or Canada) on page 81. 	 The Markel similar exclusion is by Public Liability Sub-Section Exclusion 3 (Goods) part (d) on pages 80-81; and



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Claims / Actions Outside the UK	 Asbestos risks are excluded at Legal Liability Section Exclusion 9 on page 87. Insolvency or Bankruptcy liability is excluded at Legal Liability Exclusion 12 on page 87. Medical and Surgical Risks are excluded at Legal Liability Exclusion 17 (Medical and Surgical Risks are excluded at	 Products Liability Sub-Section Exclusion 3 (Goods) part (d) on page 84. The Markel similar (although different) exclusion is also Legal Liability Section Exclusion 9 on page 91. The Markel similar exclusion is Exclusion 7 of the Professional Liability Including Malpractice Extension on page 88 The Markel similar exclusions/obligations are at Legal Liability Extension 5 (Professional Liability Including Malpractice) Exclusion 10 Legal Liability Section Condition Precedent 2 (Medical Malpractice) on page 93. Exclusion 1 (Legal Action) on page 90 expressly excludes claims, actions, damages etc arising from courts outside the UK. Note: The Markel product includes the Isle of Man and Channel Islands within its definition of United Kingdom.
Petrochemical Goods Exclusion	similar risks. This is not excluded in the same way as the Markel product as this exposure would not form part of a business profile for Domiciliary Care Services Providers or similar risks.	 Excluded as a standard Markel requirement at: Public Liability Sub-Section Exclusion 3 (Goods) part (c) on page 80; and Products Liability Sub-Section Exclusion 3 (Goods) part (c) on page 84.
Sale Supply Processing Installation Servicing Repairing Altering Treating or Renovating Second Hand Electrical Goods or Products, Gas Appliances or Appliances Containing or Using Flammable Liquids	This is not excluded in the same way as the Markel product as this exposure would not form part of a business profile for Domiciliary Care Services Providers or similar risks.	 Excluded at Public Liability Sub-Section Exclusion 3 (Goods) part (e) on page 80; and Products Liability Sub-Section Exclusion 3 (Goods) part (e)on page 84.
Motor Vehicles Tool Of Trade Risk Data Protection Act Extension	This is provided as standard as Extension 1 to the Public Liability Sub-Section on page 78. This is NOT included in the Ascot product.	This extension is NOT included in the Markel product. This is extension 6 of the Public Liability Sub- Section of the Markel product (page 83). This covers damages and costs awarded against you and arising from defined data legislation (including GDPR).



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Tananta Liability	This is an evenes extension in the Accet	This systemation is NOT symmetry included in the
Tenants Liability Extension	This is an express extension in the Ascot	This extension is NOT expressly included in the Markel product.
Legionellosis	product; being Extension 8 on page 85 This is an express extension to the Public and	This extension is NOT expressly included in the
Extension	Products Liability Sub-Sections in the Ascot	Markel product.
Extension		Marker product.
	product; being Legal Liability Section Extension 9 on page 85.	
Section Conditions	 An Adjustment Premium condition applies; expressly requiring payment of proportionate additional premium in circumstances whereby wages/turnover exceed the estimates upon which premiums were based (page 88). 	 The Markel product does not contain the same express adjustment premium condition, however, normal duties to provide accurate information naturally apply. Markel applies conditions to clarify their handling/requirements in relation to Continuous Abuse, Notice, Multiple Insureds and Non-Aggregation (page 92)
Section Conditions	Conditions Precedent are stated on pages 89	Markel applies additional Conditions Precedent
Precedent	and 90.	(on pages 93 and 94) for:
		Medical Malpractice; and
		Fire and Electrical Safety
		Claims Conditions (pages 94 and 95) differ to the Ascot product – including requirements for the Notice of claims.
Standard	The following endorsements apply as standard	The following endorsements apply as standard
Endorsements	(usual). These are general requirements of Ascot	requirements of Markel .
(Note: Other	 and are not specifically related to Domiciliary 	MKCLE006 (Hazardous Activities Exclusion)
endorsements may	Care risks:	 MKCLE008 (Supply Of Staff Condition)
apply depending on	 ASCUW (Underwater Mines and 	MKCLE009 (Background Checking
details of each	Underwater and Sub Aqueous Work)	Condition(1))
individual proposer /	 ASCAIR (Airside and Aircraft Exclusion) 	Please refer to the quotation or policy schedule
risk / terms)		OR (if undertaking a general, rather than
		customer specific review) request a copy of
		these from our team.
	GENERAL CLAUSES, DEFINITIONS, EXCLUSION	NS AND CONDITIONS
Information You	Pages 6-7	Pages 6-8
Information You Have Given Us		
		Pages 6-8
		Pages 6-8This clause explains the need to provide
		 Pages 6-8 This clause explains the need to provide complete and accurate information and
		 Pages 6-8 This clause explains the need to provide complete and accurate information and the consequences of failure to do so.
		 Pages 6-8 This clause explains the need to provide complete and accurate information and the consequences of failure to do so. Markel applies its own clause - applicable
		 Pages 6-8 This clause explains the need to provide complete and accurate information and the consequences of failure to do so. Markel applies its own clause - applicable to the Legal Liability Section distinct from
Have Given Us	Pages 6-7	 Pages 6-8 This clause explains the need to provide complete and accurate information and the consequences of failure to do so. Markel applies its own clause - applicable to the Legal Liability Section distinct from the other Sections .
Have Given Us Policy Definitions -	Pages 6-7	 Pages 6-8 This clause explains the need to provide complete and accurate information and the consequences of failure to do so. Markel applies its own clause - applicable to the Legal Liability Section distinct from the other Sections . Pages 11-12
Have Given Us Policy Definitions -	Pages 6-7	 Pages 6-8 This clause explains the need to provide complete and accurate information and the consequences of failure to do so. Markel applies its own clause - applicable to the Legal Liability Section distinct from the other Sections . Pages 11-12 Markel applies its own definition -
Have Given Us Policy Definitions -	Pages 6-7	 Pages 6-8 This clause explains the need to provide complete and accurate information and the consequences of failure to do so. Markel applies its own clause - applicable to the Legal Liability Section distinct from the other Sections . Pages 11-12 Markel applies its own definition - applicable to the Legal Liability Section
Have Given Us Policy Definitions - Terrorism	Pages 6-7 Page 10	 Pages 6-8 This clause explains the need to provide complete and accurate information and the consequences of failure to do so. Markel applies its own clause - applicable to the Legal Liability Section distinct from the other Sections . Pages 11-12 Markel applies its own definition - applicable to the Legal Liability Section distinct from the other Sections.
Have Given Us Policy Definitions - Terrorism Policy Definitions –	Pages 6-7 Page 10	 Pages 6-8 This clause explains the need to provide complete and accurate information and the consequences of failure to do so. Markel applies its own clause - applicable to the Legal Liability Section distinct from the other Sections . Pages 11-12 Markel applies its own definition - applicable to the Legal Liability Section distinct from distinct from the other Sections. Page 12
Have Given Us Policy Definitions - Terrorism Policy Definitions - Unlawful	Pages 6-7 Page 10	 Pages 6-8 This clause explains the need to provide complete and accurate information and the consequences of failure to do so. Markel applies its own clause - applicable to the Legal Liability Section distinct from the other Sections . Pages 11-12 Markel applies its own definition - applicable to the Legal Liability Section distinct from distinct from the other Sections. Page 12 Markel applies this definition within its
Have Given Us Policy Definitions - Terrorism Policy Definitions – Unlawful Association	Pages 6-7 Page 10	 Pages 6-8 This clause explains the need to provide complete and accurate information and the consequences of failure to do so. Markel applies its own clause - applicable to the Legal Liability Section distinct from the other Sections . Pages 11-12 Markel applies its own definition - applicable to the Legal Liability Section distinct from the other Sections. Page 12 Markel applies this definition within its General Exclusion 3 (War Risks and Terrorism (Section 2)) on page 22
Have Given Us Policy Definitions - Terrorism Policy Definitions - Unlawful	Pages 6-7 Page 10 N/A	 Pages 6-8 This clause explains the need to provide complete and accurate information and the consequences of failure to do so. Markel applies its own clause - applicable to the Legal Liability Section distinct from the other Sections . Pages 11-12 Markel applies its own definition - applicable to the Legal Liability Section distinct from distinct from the other Sections. Page 12 Markel applies this definition within its General Exclusion 3 (War Risks and



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		definition is used in connection with the Legal Liability Section, includes the Isle Of Man and Channel Islands.
Policy Definitions - War	N/A	 Pages 12-13 Markel applies this definition within General Exclusion 3 (War Risks and Terrorism (Section 2)) on page 22
Complaints	Pages 12-13	 Pages 14-15 This clause explains the process for customers to make complaints – depending on the identity of the Insurer. Markel applies its own clause - applicable to the Legal Liability section.
Claims: How To Make A Complaint and Important Information Regarding Claims	 Page 14 In both Ascot and Markel products, claims are to be notified to the underwriters – details as shown in the schedules for each customer – or Camberford Underwriting. 	 Page 16 Markel claim notification details are also shown (in addition to the schedule) within the policy wording.
Cancellation	Page 15	 Page 17 Markel applies its own cancellation clause applicable to the Legal Liability Section distinct from the other Sections.
Data Protection (how customer information is collected and used)	Pages 15-17	 Pages 18-19 Markel applies its own data protection clause applicable to the Legal Liability Section distinct from the other Sections.
Choice Of Law	 Page 17 The laws/courts of England and Wales unless specifically agreed otherwise. 	 Page 20 If the customer is a resident of (or, if a business, with principal place of business or registered office in) Scotland the laws of Scotland will apply. The courts proceedings will be those of that part of the United Kingdom, Isle Of Man or Channel Islands where the customer lives or has registered office.
General Exclusions - War and Terrorism	 Pages 20-21 General Exclusions 1 (War) and 7 (Terrorism). 	 Pages 22-24 The War and Terrorism General Exclusions applicable to the Property and Business Interruption and Directors and Officers sections are numbered 1 and 2 respectively in this product. General Exclusion 3 (War Risks and Terrorism (Section 2)) is added as Markel's own exclusion; and applicable only to the Legal Liability Section.
General Exclusions – Radioactive Contamination	 Page 19 General Exclusion 2 (Radioactive Contamination). 	 Page 23 This is numbered General Exclusion 4; and also contains Markel's own exclusion; applicable to the Legal Liability section.
General Exclusions – Electronic Date	Page 19-20 • General Exclusion 3 (Electronic Date	Pages 23-24In this product, the exclusion



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Decognition	Decognition	a is numbered Constal Evolution Ev
Recognition	Recognition).	 is numbered General Exclusion 5;
		and
		 does not apply to the Legal
		Liability section underwritten by
		Markel.
General Exclusions –	Page 20	Page 24
Computer and	General Exclusion 4 (Computer and	• In this product,
Electronic Data	Electronic Data).	 this is numbered General
	• Part (b) is Ascot's own exclusion.	Exclusion 6; and
		 has a different part (b); being
		Markel's own exclusion.
General Conditions –	Page 22	Page 25
Arbitration	General Conditions 2 (Arbitration)	 Markel applies its own condition;
		applicable to the Legal Liability section.
General Conditions -	Page 22	Pages 25-26
Contribution	General Conditions 3 (Contribution)	 Markel applies its own condition;
		applicable to the Legal Liability section.
Conditions	Pages 24-25	Pages 27-28
Precedent	Conditions Precedent Applicable To All	 Conditions Precedent 1 to 4 from the
Applicable To All	Sections Of The Policy' are numbered 1	Ascot product (titled 1 Practical
Sections Of The	to 7.	Precautions; 2 Due Diligence; 3 All Insured
Policy		Persons Due To Comply With Policy
		Conditions And Endorsements; 4 Risk
		Improvement Requirements) are replaced
		with 1 Reasonable Care.
		Conditions Precedent 5 (Unoccupied
		Premises), 6 (Computer Maintenance)
		and 7 (Computer Precautions) from the
		Ascot product are renumbered 5, 6 and 7
		respectively.
		Computer Maintenance and Computer
		Precautions (Conditions Precedent 3 and
		4 of this product respectively) do not
		apply to the Markel Legal Liability section.