

PMR 099

Foster Agency Warranty

It is warranted that references are taken up in respect of all foster parents and all relevant local authority and police checks are undertaken;

As a condition precedent to their right to be indemnified under Section 1 of this Policy the **Insured** shall:

1. in respect of each child, maintain accurate descriptive records of all placements which shall be available for inspection and use by **Insurers** or their duly appointed representatives insofar as they pertain to any Claim hereunder, and
2. retain the records referred to in 1. above for a period of at least ten years after each child attains majority.

Insurers shall not be liable to indemnify the **Insured** against any claim:

- a) alleging abuse, sexual harassment, sexual molestation, racial discrimination or unlawful detention by any party, including but not limited to the **Insured** or any **Employee** or agent of the **Insured** or by any foster parent.
- b) arising from the acts or omissions of any foster parent unless the claim arises directly from any neglect, error or omission of the **Insured**. For the purposes of this Exclusion, **Insured** shall not include any foster parent, whether otherwise an **Insured** or not.

All other terms and conditions of this Policy remain unaltered.