







Group

Insurance for large and small groups

Summary and Guide



www.mortonmichel.com

Group

The Group Policy has been developed by Morton Michel to meet the needs of a broad range of educational, social, community, support and charitable organisations. OAP lunch groups, supplementary schools for children, performing arts groups, residents associations, support groups for carers – these types of groups and many, many more have been protected by the Group policy for over 20 years. Morton Michel now arranges cover for nearly 3,500 groups throughout the UK.

This Summary and Guide is written in easy to understand language. The significant features of the policy are highlighted, as well as the significant exclusions. If any of the covers or terms is unclear, then please do not hesitate to contact us and we will be pleased to explain them. The policy document itself is written in a clear style – broken down into "What you are covered for" and "What you are not covered for" sections.

Your policy document will be sent to you when you take out your policy, but a copy can be provided on request to assist you in considering your quotation - please get in touch if you would like us to send you a copy. Either contact us on **020 8603 0945** or email us at **group@mortonmichel.com**.



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Group – the cover

With the Group policy, you select as much or as little cover as you want. A small social group may only be interested in Public & Products Liability and Legal Expenses cover; the mandatory Sections which apply when taking out a Group policy. A larger operation might need to add equipment, loss of revenue and buildings cover. The Group policy is flexible, putting you in charge of your insurance policy.

The Group policy will provide the following covers as standard:

- Public and Products Liability (Mandatory Section)
- Legal Expenses (Mandatory Section)

The policy can then be extended to include any of the following optional Sections and your schedule will show if you have selected them:

- Employer's Liability
- Professional Indemnity
- Directors', Trustees' and Officers' Liability
- I Group Contents
- I Group Contents anywhere in the United Kingdom
- I Group Money
- I Group Officials' Personal Effects
- Group Officials' Personal Money
- Deterioration of Refrigerated Stock

- Buildings
- Terrorism
- Loss of Revenue
- I Personal Accident for Children at the Group
- Personal Accident for Adults at the Group
- I Trustees' and Officers' Financial Liability
- **I** Employee Dishonesty
- Group Extra Crisis Containment, Lottery Win Indemnity,
 Website Hacker Damage Cover

Customer Service Information

This Summary and Guide includes important customer service information including details of the duration of the policy, your cancellation rights, how to make a claim and how to make a complaint. Please refer to pages 28 – 30.

Group Policy - Online

The quickest way to apply for a Group policy is online at **www. mortonmichel.com/groups**. Simply fill in the application form and we will come back to you promptly with a quotation. If you like the quotation, you can take the policy out online and receive your documents back immediately by email. You can even renew your policy online each year. No fuss, no delays; the Morton Michel service.

And, of course, if you want to talk to one of our experienced Group staff, then we are just a phone call away on **020 8603 0945** or you can email us at **group@mortonmichel.com**.

About Morton Michel

With over 50 years' experience, we are committed to providing tailor made policies for Childcare, Educational, Social and Community groups. Morton Michel was founded in 1964 and today is an award winning business and part of the PIB group. We are renowned for our tailored policies, excellent service and integrity. With quick and accurate quotations, speed and efficiency in getting the policy out to you and a rapid response to claims you can be sure you have the right cover at the right price, with no hidden costs.



COMMUNITY



Exclusive benefits for policyholders

Our policyholders also have exclusive access to a range of additional benefits. Insure your group through Morton Michel and receive automatic free entry to our ChildCare Club, giving you and your team an array of fantastic benefits such as:

- I FREE RoSPA-accredited, CPD-certified online training courses.
- I FREE downloads and resources including a range of business forms, educational posters and arts and crafts ideas.
- I FREE nutrition training from Grub4Life.
- I 30 days free and 3 months at 50% off your first accounting or payroll service from Sage.
- A range of discounted services to help you run your business more effectively and save money.
- Exclusive savings on paediatric first aid training.
- I Amazing discounts on days out to LEGOLAND, Chessington World of Adventures Resort, SEA LIFE Centres and more.
- I Save 10% on Haven holidays.
- I Substantial discounts from a range of suppliers to the Early Years sector.
- I Subscription discounts to leading childcare magazines.
- I Monthly childcare industry e-newsletter.

Many more substantial discounts are available from other selected suppliers.





www.mortonmichel.com/ChildCareClub/



This Policy Summary does not describe all the terms and conditions of the policy but is a summary of the significant features, benefits, exclusions and limitations of the cover.

This summary is provided to you for information purposes only and does not form part of your insurance contract.

The full terms, conditions and exclusions can be found in your policy document, which is available free of charge from Morton Michel on request, by contacting us on **020 8603 0945** or email us at **group@mortonmichel.com**.

The Group policy is insured by Covea Insurance plc for all sections other than the Legal Expenses Section, which is administered by ARAG plc on behalf of the insurer Brit Syndicate 2987 at Lloyd's.

The key features for each section of the policy are set out below. The policy is also subject to General Conditions and General Exclusions, some of which apply to all sections. These are detailed on pages 18-25 of the policy document.

Public and Products Liability

This section of cover is designed to provide you with cover if you or your group is held legally responsible for an injury (including death) to a third party (such as a participant or visitor), or for damage to a third party's property and any damages you may be required to pay as a consequence. This section covers these damages and any resulting legal expenses up to the amount shown in the policy schedule. This section also provides cover if a claim arises from a product sold or supplied by you. See the Frequently Asked Questions for more information about Public Liability insurance.

Significant Features and Benefits

- Territorial Limits Public Liability: Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and elsewhere in the world if performing clerical work. Products Liability: Anywhere in the world (other than USA and Canada).
- I Maximum Amount Payable £1,000,000 in respect of any one claim against you or series of claims against you arising out of one cause for Public Liability, and £1,000,000 in the aggregate in any one period of insurance for Products Liability. (Higher limits can be considered on request).

- Supervised Outings cover for organised and supervised outings away from the premises for up to three consecutive days. (Longer periods can be considered on request).
- Member to Member Liability please see FAQ on page 24 of this document.
- Rented Premises accidental damage to leased, hired or rented premises for which you are legally liable.
- Fundraising Events fundraising events of a non-sporting nature involving group officials, participants who attend the group and members of their families (other events and circumstances should be advised to Morton Michel for consideration).
- I Court Attendence compensation for you attending court in connection with a claim £250 per person per day.
- Corporate Manslaughter provides cover for legal costs and expenses incurred with our consent and prosecution costs awarded against you in the defence of criminal proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007 as a result of a fatality.
- Legal Costs incurred in the defence of criminal proceedings in respect of a breach of the Health and Safety at Work etc Act 1974, Consumer Protection Act 1987, and the Food Safety Act 1990.
- Contingent Motor Liability provides cover for the group if a motor accident occurs in connection with group activities, for which the group is legally responsible and the car owner does not have the necessary cover in place.
 - This does not replace or include ordinary motor insurance and it does not cover the motor vehicle or its contents. The group must take all reasonable precautions to ensure that any vehicle used has the appropriate motor insurance. (Morton Michel offers motor insurance schemes designed specifically to support childcare activities. To find out more details about this specialist cover for private cars, people carriers and mini buses, call **0800 804 8010**).
- **Bouncy Castles** use of bouncy castles by the group for the children attending the group (or other children in their family).
- **Trampolines** use of trampolines in accordance with the policy conditions.
- **First Aid** administration of first aid treatment.

- The Administration of Drugs and Medicines in accordance with policy condition.
- **Tube Feeding** administration or provision of oxygen, tube feeding, cleaning and changing of tube feeding or tracheotomy/tracheostomy tubes and emptying/changing stoma bags strictly in accordance with policy conditions.
- Cross Liabilities where there is more than one person named as the Insured, the cover will apply separately but will not exceed in total the maximum amount payable.
- I General Data Protection Regulations provides protection up to £1,000,000 (excluding fines and data reinstatement/rectifying/erasure) following a breach under Article 82 of Regulation (EU) 2016/679 (the "General Data Protection Regulation" or the "GDPR").
- Overseas Personal Liability provides cover for temporary visits to any other country made in connection with the business.
 - Significant Exclusions and Limitations
 - Damage to property belonging to the group, or in its care, custody or control.
 - Accidents to or illness of employees.

- Fines, penalties or liquidated, punitive or exemplary damages.
- The administration or provision of any treatment (other than tube feeding, as described under Significant Features and Benefits).
- The use of aerial runways, scrambling nets, tree walks and other structures constructed (or partly constructed) from materials not originally intended for play or recreational use (e.g. telegraph poles, tyres, drainage pipes, etc).
- The use of solaria, sunbeds, saunas and hydromassage facilities.
- The use or ownership of Velcro wall, "bar fly" or similar equipment.
- Inflatable play equipment, other than bouncy castles used by the group for the children attending the group (or other children in their family).
- Cycling on public roads.
- Liability arising from or caused by any wilful, malicious or criminal act by you or any of your employees.
- Legal liability under a contract unless such liability would have attached in the absence of such contract.
- Activities not advised to and agreed in writing by Morton Michel.



Employers Liability (Optional)

If you are an employer, then this section of cover is designed to help you satisfy your obligation under law to have Employers' Liability insurance. This section provides cover against your legal liability for accidents to or illness of employees, sustained in the course of their employment. This section also covers your legal liabilities in respect of any authorised volunteers.

Significant Features and Benefits

- I Territorial Limits worldwide.
- I Maximum Amount Payable £10,000,000 in respect of any one claim against you or series of claims against you arising out of one cause. Cover for incidents related in any way to Terrorism is limited to £5,000,000 on the same basis.
- **Court Attendence** compensation for you attending court in connection with a claim £250 per person per day.
- l Corporate Manslaughter provides cover for legal costs and expenses incurred with consent and prosecution costs awarded against you in the defence of criminal proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007 as a result of a fatality.

- Cross Liabilities where there is more than one person named as the Insured, the cover will apply separately but will not exceed in total the maximum amount payable.
- Health and Safety at Work Act 1974 legal costs incurred in the defence of criminal proceedings in respect of a breach of the Health and Safety at Work etc Act 1974. Limit £10,000 in any one period of insurance.
- Indemnity to Other Persons other persons will be paid at your request, for amounts they become legally liable to pay, provided you would have been entitled to payment under the policy if the claim had been made against you.
- Unsatisfied Court Judgements provides cover for payment of court judgements for damages being obtained by any employee against third parties following bodily injury at work should the judgement remain unsatisfied.

Significant Exclusions and Limitations

Injury to any employee where motor insurance is required by any road traffic legislation.



Professional Indemnity (Optional)

Covers up to the indemnity limit for any amount of claim (including claimants costs and expenses), in respect of your legal liability which arises out of the advice given and services performed by you in connection with the business. The section is on a claims made basis and will only

The section is on a claims made basis and will only respond to claims or circumstances discovered and notified during the current period of insurance.

Significant Features and Benefits

- I Maximum Amount Payable up to the indemnity limit stated in the schedule for each claim made during the policy period, unlimited in number. You are able to select an indemnity limit from £25,000 up to a maximum of £2,000,000.
- I **Defence Costs** inclusive within the indemnity limit, we will indemnify you against costs incurred in defending a claim where prior written consent has been obtained from us.
- Loss or Damage to Documents covers costs and expenses up to £50,000 in replacing, restoring or reconstituting documents in your custody and care following physical loss or damage.
- Infringement of Copyright or Patents cover for reasonable defence costs with prior written consent by us for proceedings in respect of infringement or alleged infringement of any copyright or patents or other intellectual property rights vested in or enjoyed by you up to a limit of £50,000.
- Self Employed Persons covers any claim for negligent act, negligent error or omission arising out of the use of self-employed or contract hire persons.
- Indemnity to Employees, Former Employees and /or Consultants provides indemnity to your employees or former employees and/or consultants for any claim first made against them.
- **Defamation, Libel and Slander** indemnity for any claim in direct consequence of any defamation, libel or slander by you.
- Dishonesty of Employees indemnity for any negligent act, negligent error or negligent omission brought about, or contributed to, by fraudulent, criminal or malicious acts or omission of any person at any time employed by you.

- The first £1,000 of any claim made under Loss of or Damage to Documents or Infringements of Copyright or Patents.
- I The first £250 of any other claim other than in respect of claims under Defence Costs.
- Claims made upon you prior to inception.
- Fraud, dishonesty or criminal act of any of your partners or directors.
- Claims or circumstances that should have been reported to a previous policy.
- Any claim where you are entitled to indemnity under any other insurance(s).
- Liquidated damages assumed under an agreement.
- Fines, penalties, punitive, multiple or exemplary damages.
- Any claim brought outside the courts of the United Kingdom, Channel Islands, Isle of Man and member states of the European Union.
- Directors' and officers' liability.
- Bodily injury or property damage other than as provided for under Loss or Damage to Documents.
- Medical malpractice.
- Actual or attempted sexual relations, sexual conduct or intimacy, sexual harassment or sexual exploitation.
- Activities not advised to and agreed in writing by Morton Michel.





Directors', Trustees' and Officers' Liability (Optional)

Legal defence costs and damages awarded against one of your directors, trustees or officers arising from a wrongful act by them in the course of their duties as a director, trustee or officer, up to the limit of indemnity selected.

The section is on a claims made basis and will only respond to claims or circumstances discovered and notified during the current period of insurance.

Significant Features and Benefits

- I Maximum Amount Payable the total aggregate liability shall not exceed the limit of liability stated in the schedule, inclusive of defence costs. You are able to select an indemnity limit from £50,000 up to a maximum of £2,000,000.
- **Pollution** legal defence costs arising from pollution claims, up to a maximum of £25,000.

- **I** Bodily injury and property damage.
- I Fraud, dishonesty and illegal profits.
- Breach of professional services.
- Known claims or circumstances at the section inception date.
- Medical malpractice.
- Actual or attempted sexual relations, sexual conduct or intimacy, sexual harassment or sexual exploitation.



Legal Expenses

This section of cover is administered by ARAG plc on behalf of the insurer Brit Syndicate 2987 at Lloyd's.

The insurer will pay legal costs & expenses and employment compensation awards up to £100,000 including the cost of appeals for an insured event that occurs during the period of insurance:

- I When we receive your claim we will always assess it for reasonable prospects of success. Providing the event is covered by the policy and your claim is more likely than not to succeed, we will appoint a solicitor to act for you.
- Unless there is a conflict of interest we will choose an appointed advisor until proceedings need to be issued or in any claim dealt with by an Employment Tribunal or the small claims court.

Significant Features and Benefits

The following insured events are covered.

- Employment We will defend you if, after completing internal grievance or disciplinary procedures, you have a dispute with a past, present, or prospective employee, arising from a contract of service and/or breach of employment laws.
- Employment Compensation Awards The insurer will pay a basic and compensatory award made against you by a tribunal, or an amount agreed by us to settle a dispute, where they have accepted your Employment claim.
- I Employment Restrictive Covenants A dispute with your employee or ex-employee which arises from a restrictive covenant in a contract of service with you, or another party who alleges that you have breached their legal rights protected by a restrictive covenant.
- **Tax Protection** An HMRC compliance check, or formal enquiry into your business' tax or dispute about VAT, including an appeal.
- Property An event which causes damage to your property, a public or private nuisance or trespass, and recovery or repossession of property from an employee or ex-employee.

- Legal Defence We will defend the insured in an investigation that could lead to prosecution and/ or if criminal proceedings are brought. Directors and/or partners are covered to defend a motor prosecution whether or not it relates to the business.
- I Compliance & Regulation We will
 - appeal against a statutory notice issued against your business,
 - defend a civil action brought under the Data Protection Act,
 - Proceedings/Public Law Children Order proceedings are initiated by a Local Authority or the NSPCC as a result of the care provided by an insured person to a child(ren) in an insured person's professional capacity as a childminder/childcare provider under the Children Act 1989 or Children (Northern Ireland) Order 1995.
- **Statutory licence appeals** We will appeal against a decision to alter, suspend, revoke or refuse to renew a statutory registration.
- Loss of earnings The insurer will pay loss of earnings if an insured has to attend court or tribunal for a claim under this policy or because they are called for jury service.
- **Employees' extra protection** We will defend an employee in civil proceedings brought
 - I for unlawful discrimination, or
 - I against them in their capacity as a trustee of your company pension fund.

We will pursue a personal injury claim by an employee or a member of their family that arises from your business activity and represent your directors and/or partners who have fallen victim to identity theft.

- Crisis Communication The insurer will pay up to £10,000 to provide you with access to professional public relations support and crisis communication services to manage adverse media publicity and reputational exposure.
- Contract & debt recovery We will pursue or defend your legal rights in a dispute arising from the purchase, hire, lease, servicing, maintenance, sale or provision of goods or services providing the amount in dispute exceeds £200.

- Legal costs, expenses, and compensation awards incurred before we accept a claim.
- Employment Carrying out internal grievance or disciplinary procedures.
- Employment Compensation Awards Money due to an employee under a contract of service.
- I Employment Restrictive Covenants
 The restrictive covenant must not extend further
 than is reasonably necessary to protect the business
 interests or contain restrictions in excess of 12
 months.
- Tax Protection Any claim where you have been negligent or have not met legal timescales. An investigation by the Fraud Investigation Service of HM Revenue and Customs. Tax avoidance.
- Property Any claim where a contract exists between you and the other party.
- Legal DefenceA parking offence.Compliance & Regulation
- Compliance & Regulation
 Pursing an action other than an appeal.
 A Health and Safety Fee for Intervention.

- Loss of earnings Any money that can be claimed back from the court or your employer.
- Employees' extra protection A condition, illness or disease that gradually or develops over time.
- Contract & debt recovery The sale or purchase of any land or buildings. Computer systems which have been tailored to your requirements. Breach of professional duty.



Helplines

You can call our legal advice line and get immediate advice on all legal problems affecting your business 24/7. You can also obtain tax related advice from our tax helpline or use our counselling line which is available to you, your workforce and their families.

Legal Advice

Access by phone to legal and tax experts for EU-wide legal advice and UK tax advice.

Crisis communication helpline

You can use this helpline at any time for advice about negative publicity or media attention.

Counselling assistance helpline

You can use this telephone service 24 hours a day, 365 days of the year.

Legal services website

With your policy you get free access to our legal services website, which allows you to create many online documents and guides which can help your business with everything from employment contracts and settlement agreements to leases and health & safety statements. For a small additional charge you can have complex documents checked by a solicitor.

Other Assistance Services

Please note these services are **NOT** provided by ARAG plc.

Glassolutions

A 24 hour Helpline is operated by **Glassolutions Installation** by utilising a fleet of mobile glaziers to provide a glass and frame replacement/repair service. Provided this is covered by your policy, the cost will be paid by us less the excess.

To contact Glassolutions please call: 0333 003 3388

Robust - Business Continuity Plan

ROBUST (Resilient Business Software Toolkit 2010) is a tool that has been developed by industry experts and can help you to produce an effective Business Continuity Plan quickly and efficiently and manage incidents to recover in a timely fashion. This service is available for download and continued use, absolutely free.

To obtain this free service or to seek more information, go to: www.robust.riscauthority.co.uk



Group Contents (Optional)

The Contents section covers your contents at your premises against any loss or damage that is not specifically excluded. Cover includes losses following fire, theft, malicious damage, flood, escape of water (e.g. burst pipes) and accidental damage.

Significant Features and Benefits

- Maximum Amount Payable the most we will pay in respect of any one occurrence will not exceed the sum insured stated against each item or the total of all sums insured stated against all items insured by this section as shown in the schedule.
- I Theft Damage to the Premises covers damage to the buildings that you are responsible for resulting from theft or attempted theft. Our liability will not exceed £50,000 or 20% of the Group Contents sum insured, whichever is the lower, in respect of any one loss.
- **Theft of Keys** covers the cost of replacing locks and keys following theft of keys. Our liability will not exceed £2,500 in any one period of insurance.
- **Exhibitions** covers property whilst at exhibitions including transit anywhere within the European Union. Our liability will not exceed £50,000 or 20% of the Group Contents sum insured, whichever is the lower, in any one period of insurance.
- Loss of Metered Gas and Water covers the cost of loss of metered gas and water for which you are legally responsible arising from damage at your premises. Our liability will not exceed £25,000 or 20% of the Group Contents sum insured, whichever is the lower in any one period of insurance.
- Trace and Access covers the necessary and reasonable cost of locating the source of damage caused by escaped water or oil from any fixed installation and the making good of such damage up to £25,000 or 20% of the Group Contents sum insured, whichever is the lower.
- I Glass covers damage to fixed glass, lamps, signs and name plates at the premises not owned by you or insured by this policy. Our liability will not exceed £25,000 or 20% of the Group Contents sum insured, whichever is the lower.

- I Unauthorised use of electricity, gas and water
 - covers the loss of metered electricity, gas and water arising from unauthorised use by persons taking possession of or occupying the premises without your written consent up to £50,000 or 20% of the Group Contents sum insured, whichever is the lower.

I Fixed Outside Play and other Equipment

- Damage to fixtures (including fixed play equipment) in the open at the premises. Our liability will not exceed £5,000 in any one period of insurance.
- External CCTV equipment covers external CCTV equipment and security lighting up to £1,000.
- Seasonal increase for the period 1st December to 31st December each year (both dates inclusive), the sum insured on Group Contents is automatically increased by 10% or £2,500 whichever is the lower.

- I The first:
 - £250 of any claim for accidental damage to sanitary ware and underground pipes and cables.
 - £100 of any other claim.
- Moveable Property in the open.
- Theft unless involving forcible entry to or exit from the premises.
- Loss, destruction or damage caused by other authorised users of the premises.
- Loss, destruction or damage outside business hours unless your contents are stored in a securely locked hall, room or cupboard.



Group Contents anywhere in the United Kingdom (Optional)

Covers your contents anywhere in the UK, Isle of Man and Channel Islands against any loss or damage that is not specifically excluded.

Significant Features and Benefits

- Automatic Cover cover under this section will be provided automatically for the limits shown below, when you take out cover under the Group Contents section. Increased cover is available on request.
- **Maximum Amount Payable** up to £2,500 in respect of Group Contents. Inner limits apply to computer, communication and photographic equipment of £500 any one single item and £1,000 in total. £2,500 limit can be increased if required, and inner limits can be extended to apply to specified items; please provide Morton Michel with full details.
- **Territorial Limits** Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

- The first £100 of each claim.
- I Theft from unattended vehicles oustide of business hours and overnight.
- Theft from unattended vehicles during business hours unless specific policy conditions are complied with.
- Theft from an unattended building unless all security devices are in full and effective operation and theft involves forcible and violent entry to or exit from the building.
- I Electrical or mechanical breakdown.



Group Money (Optional)

Covers loss of business money whilst at the premises and in transit anywhere in the territorial limits.

Significant Features and Benefits

- I Maximum Amount Payable
 - Non-negotiable forms of money (such as crossed cheques and credit and debit card sales vouchers):
 - up to £25,000 any one occurrence.
 - I Cash, and other forms of negotiable money:
 - In transit in the personal custody of any group official or in a bank night safe £1,000.
 - on the premises during business hours £1,000.
 - on the premises out of business hours contained in locked safe(s) £1,000.
 - on the premises out of business hours not contained in locked safe(s) £100.
 - In the home of any group official £500. All limits any one occurrence.

Higher limits are available on request.

- I Territorial Limits Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
- Safes covers the cost of repair or replacement following theft or attempted theft of safes, franking machines or money carrying equipment

- up to £1,000 in any one period of insurance.
- Credit Cards provides cover following the fraudulent use by any unauthorised person within the territorial limits of credit or debit cards used by the business up to £1,000 in any one period of insurance.
- Personal Assault covers and your employees aged between 16 and 75 years for bodily injury following a robbery or hold up:
 - death, loss of limb, loss of sight, permanent total disablement – £20,000.
 - temporary total disablement £100 per week.
- personal effects £250 per group official.

- Clerical or accounting errors or shortages due to error or omission.
- Fraud or dishonesty of any group official unless discovered within seven working days.
- Loss from any unattended vehicle.
- Loss under the Personal Assault cover caused by the group official being under the influence of or affected by intoxicating liquor or drugs.



Group Officials' Personal Effects (Optional)

Covers loss of or damage to group officials' personal effects occurring at the premises during a group session.

Significant Features and Benefits

Maximum Amount Payable – £1,000 any one group official per occurrence.

Significant Exclusions and Limitations

- I The first £50 of each claim.
- Property more specifically insured.

Group Officials' Personal Money (Optional)

Covers loss of or damage to group officials' personal money occurring at the premises during business hours.

Significant Features and Benefits

Maximum Amount Payable – £300 any one group official per occurrence.

Significant Exclusions and Limitations

- I Fraud or dishonesty of any group official.
- Clerical or accounting errors or shortages due to error or omission.
- Any amount recoverable under any other policy of insurance.

Deterioration of Refrigerated Stock (Optional)

Covers loss by deterioration of stock in any freezer or refrigerated cabinet following breakdown or accidental damage, or failure of public electricity supply, or contamination by refrigerant fumes.

Significant Features and Benefits

Maximum Amount Payable – £500 per occurrence.

- I The first £25 of each claim.
- Losses involving refrigeration equipment more than ten years old at the commencement of any period of insurance.



Buildings (Optional)

The Buildings section covers the buildings at your premises against any loss or damage that is not specifically excluded. Cover includes losses following fire, theft, malicious damage, flood, escape of water (e.g. burst pipes) and accidental damage.

Significant Features and Benefits

- Maximum Amount Payable the sum insured stated in the schedule in respect of any one occurrence.
- and/or newly erected buildings up to a limit of liability of £250,000 or 10% of the buildings sum insured, whichever is the lower, provided that the items are not insured elsewhere and that Covéa Insurance are notified as soon as possible or within 6 months of the addition and the appropriate premium is paid from the commencement date of your liability for such property.
- **Theft of Fixed Fabrics** cover for theft of fixed fabric of the building, including fixed external CCTV equipment and security lighting up to a limit of liability of £50,000 or 20% of the buildings sum insured, whichever is the lower in any one period of insurance.
- **Additional costs of construction (Energy Efficiency)** cover for (following damage to the buildings) additional costs of reinstatement arising solely from the necessity to comply with the application of the EC Directive on Energy Performance on Buildings 2002/91 up to a limit of liability of £100,000 or 10% of the buildings sum insured, whichever is the lower.
- Trace and Access in the event of damage at the premises caused by the escape of water or oil from any fixed installation, cover includes costs necessarily and reasonably incurred in locating the source of damage in order to effect repairs and make good. Limit of liability in any one period of insurance of £25,000 or 20% of Buildings sum insured, whichever is the lower.
- Drains, Sewers and Gutters covers costs and expenses necessarily incurred for cleaning and clearing of drains, sewers and gutters in consequence of damage to the Buildings. Limit of liability in any one period of insurance of £25,000 or 20% of the Buildings sum insured, whichever is the lower
- I Sanitary Ware and underground service pipes

- **or cables** a limit of £2,500 applies in any one period of insurance.
- Additional Clause 72 hours clause in respect of a flood or storm claim, the 72 hour clause allows you to select a 72 hour period of damage to be regarded as one claim (and only subject to one excess).

- The first:
 - £250 of each claim for accidental damage to sanitary ware and underground pipes and cables.
 - £200 of any other claim.
- Subsidence, ground heave or landslip.
- Unoccupied buildings.
- Moveable property in the open, fences and gates, vegetation, lawns and shrubs in respect of damage caused by wind, rain, hail, sleet, snow, flood, dust or falling trees.
- Malicious damage caused by any tenant or lessee.



Terrorism (Optional)

Significant Features and Benefits

Provides Terrorism cover in Great Britain for property damage, loss of revenue and book debts where these are insured by your policy.

Significant Exclusions and Limitations

- Riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
- a) damage to any computer system or
 b) any alteration, modification, distortion, erasure or corruption of data
 in each case whether your property or not, where such loss is directly or indirectly caused by or contributed to, by or arising from or occasioned by or resulting from virus or similar mechanism or hacking or phishing or denial of service attack.

Loss of Revenue (Optional)

This section covers loss of gross revenue during the indemnity period following loss or damage to insured property at your premises. Reasonable costs incurred to maintain the business following such loss or damage are included.

Significant Features and Benefits

- Indemnity Period the indemnity period starts when the loss or damage occurs and ends when the business' trading position is back to the level enjoyed before the incident or when the indemnity period you have selected expires, whichever is the sooner. Indemnity period options of 12, 24 and 36 months are available.
- **Maximum Amount Payable** up to 133.3% of the sum insured on gross revenue.
 - The sum to be insured must be based on your estimate of the gross revenue to be earned in the next twelve months (proportionately increased to correspond with the indemnity period if you have chosen longer than 12 months) with allowances for anticipated growth and inflationary factors.
- Prevention of access caused by damage to nearby premises limit of liability will not exceed £50,000 in any one period of insurance.
- Public Utilities damage at any land based electricity, gas, water or telecommunications service premises and failure of these services for one hour or more, up to £50,000.
- Compulsory Closure the compulsory closure by a public body preventing or restricting access to your premises after:

- discovery of a notifiable human infectious or contagious disease at the premises.
- the occurrence of a notifiable human infectious or contagious disease within 25 miles of the premises.
- foreign or deleterious matter in food or drink sold, supplied or provided at the premises.
- I the occurrence at the premises of murder, manslaughter, suicide or rape.
- defective sanitation of the premises or the presence of vermin or pests at the premises.
- Up to £50,000 in respect of each of the above in any period of insurance.



- Losses which do not arise from damage to property insured, other than as provided for under the covers for Public Utilities – accidental failure of the public supply, Compulsory closure and Suspension of employees.
- I The indemnity period under Compulsory Closure is limited to 6 months.

Personal Accident for Children at the Group (Optional)

Provides protection for children attending the group in the event of death or bodily injury caused by an accident. This is not the same as Public Liability insurance. See our Frequently Asked Questions for a more detailed explanation of the difference between the two covers.

Significant Features and Benefits

I Compensation Payable:

- £5,000 in the event of death.
- £20,000 in the event of loss of limb, or loss of sight, or permanent total disablement.

- Compensation is not payable for more than one of the following: death, loss of limb, loss of sight, permanent total disablement, in respect of any one child attending the group.
- Death or any injury caused by:
 - hazardous sports and pastimes which are specified in the policy.
 - the influence of drugs or liquor.
 - pregnancy or childbirth.
 - any communicable disease.



Personal Accident for Adults at the Group (Optional)

Provides protection for group officials and other adults aged between 16 and 75 years who are attending the club in the event of death or bodily injury caused by an accident. This is not the same as Public Liability insurance – see our Frequently Asked Questions for a more detailed explanation of the difference between the two covers.

Significant Features and Benefits

I Compensation Payable:

- £20,000 in the event of death, loss of limb, or loss of sight, or permanent total disablement.
- £100 per week in the event of temporary total disablement.
- £50 per week in respect of medical expenses incurred in respect of treatment in connection with death or injury for which compensation is payable.

- Compensation is not payable for more than one of the following: death, loss of limb, loss of sight, permanent total disablement, in respect of any one group official or adult attending the group.
- **I** Death or any injury caused by:
 - hazardous sports and pastimes which are specified in the policy.
 - the influence of drugs or liquor.
 - pregnancy or childbirth.
 - any communicable disease.
 - deliberate exposure to exceptional danger (except in an attempt to save human life).
- Limit of 104 weeks from the date of sustaining injury in respect of compensation for temporary total disablement.



Trustees' and Officers' Financial Liability (Optional)

NB: You should only take out this optional cover if your trustees or officers could be held personally liable for the debts of the group.

If your group is forced to close with insufficient assets to cover outstanding debts, the trustees or officers of your group may find themselves responsible for such shortfall.

The closure of the group must be outside the control of the trustees or officers.

Significant Features and Benefits

- Maximum Amount Payable the total aggregate liability for all claims by all trustees and officers of your group shall not exceed the sum insured stated in the schedule.
- **Sum Insured** three levels of sum insured are available at £5,000, £7,500 and £10,000.

Significant Exclusions and Limitations

- The first £25 or 5% of each claim, whichever is the greater.
- I Fraud, embezzlement, misappropriation or other criminal act of any trustee or officer.
- Shortfall resulting from dishonoured cheques, use of counterfeit money, clerical/accounting errors or shortages due to error or omission.
- Losses arising from the closure of the group within the first six months from inception date.

Employee Dishonesty (Optional)

If one of your employees commits an act of fraud or dishonesty it may result in a direct financial loss to your organisation. This section covers such acts by your employees within the territorial limits, during their uninterrupted service with you.

Significant Features and Benefits

- Maximum Amount Payable a standard limit of £25,000 applies.
- **Territorial limits** Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
- **Auditor's Fees** payment for auditor's fees incurred with Covéa Insurance's written consent, solely to substantiate a claim under this section.

- Loss as a result of:
 - minimum levels of control over your employees.
 - computer security systems.
 - money handling controls
 which do not meet the conditions of this section.
- Any amount which is covered by the Group Money Section of this policy.
- I The first £500 of any claim.





Group Extra (Optional)

Significant Features and Benefits

- Crisis Containment covers the reasonable costs of employing a public relations or marketing firm to help mitigate the risk of damage to your reputation as a result of incidents such as alleged abuse by any of your employees, injury to an employee or any person attending the group or a child leaving your care unaccompanied, up to £10,000.
- Website Hacker Damage if your website is maliciously damaged resulting in your inability to trade or potential loss of your reputation, cover is provided up to £5,000 for the repair or replacement of your website and associated security improvements.
- Lottery Win Indemnity if more than 5% of your employees resign from your business following a large lottery win, cover is provided up to £5,000 for the additional cost of recruiting and training replacement staff.

- Crisis Containment:
 - any incident which does not produce a realistic prospect of damage to your reputation.
- Website Hacker Damage:
 - hacker damage that is not from a specific attack deliberately targeting your business.
- Lottery Win Indemnity:
 - resignation of lottery winners if the winning sum does not exceed ten times their annual salary.



What is Public Liability insurance and why is it so important?

Public Liability insurance covers you if someone in your care, or a member of the public, suffers an injury that is held by law to be your fault. Typical examples would be a visitor who slips on a wet floor which had not been properly cleaned, or a child who traps their fingers in a door. Such incidents can lead to claims being made against groups and you need Public Liability insurance to protect your interests against such lawsuits.

What is Employers' Liability insurance?

If you employ anyone, you are required by law to take out Employers' Liability cover. It is similar to Public Liability insurance, but relates specifically to employees. Recent examples have included an employee injured when a cupboard fell off the wall, and an employee injured following a fall from a ladder.

Are voluntary workers covered under Public Liability or Employers' Liability?

Regular voluntary workers are regarded as employees for the purposes of the Public Liability and Employers' Liability insurances. Your legal liability for bodily injury to regular voluntary helpers is covered under the Employers' Liability Section. Therefore, if you have regular voluntary helpers, you should take out Employers' Liability insurance.

What is the difference between Liability and Personal Accident insurance?

Liability insurance covers you for damages and costs that may be awarded against you in a Court of Law, when you have been found to be at fault. The Personal Accident sections provide an agreed amount of compensation in the event of an injury, such as loss of a limb or an eye, suffered by a group official or group child in an accident, irrespective of who may have been at fault. A full list of situations for which compensation would be payable is stated on pages 18 and 19 of this summary.

What activities are included?

Only those activities that have been advised to and agreed in writing by Morton Michel. There is a question on the proposal form asking what activities you offer – you must provide full details, as this will be the basis of the contract.

We are a Community Association/Village Hall/Residents' & Tenants' Association (or similar). Does the insurance cover all activities that take place at the premises?

No. The insurance will only cover those activities which are organised and supervised by the association and which have been accepted in writing by Morton Michel. All other groups using the premises – such as scouts, Rotary clubs, drama groups, etc – or individuals – such as keep fit and judo instructors – must have their own insurance.

Are we covered for giving medication?

The administration of non-prescribed drugs or medicines, prescribed oral medication or asthma inhalers and the administration of other medication is covered strictly in accordance with conditions stated in the policy. (See also the FAQ relating to participants with special needs).

Does the policy cover participants with special needs?

Yes, the Group policy covers your legal liability to the participant in respect of the activities of your group and in respect of the premises (for which you are responsible). It also covers your legal liability for the administration/provision of first aid treatment, drugs/medicines, oxygen, tube feeding, cleaning and changing of feeding and tracheostomy/tracheotomy tubes and emptying/changing stoma bags, strictly in accordance with conditions stated in the policy. You must ensure that you are complying with all OFSTED or other registering authority requirements and that appropriate supervision ratios apply.

Are we covered for using a bouncy castle?

Your legal liability is covered in respect of bouncy castles used by you for the children attending your group (or other children in their family), providing you adhere to the conditions stated in the policy. (You may also wish to read the explanatory guidelines available from Morton Michel). You are not covered for any damage you do to the bouncy castle or if you hire out the bouncy castle to anyone else. You are not automatically covered if the bouncy castle is to be used at a fete or "fun day" open to the public; in such circumstances, you should contact Morton Michel for a quotation.

(Please note that the policy defines a bouncy castle as: "play equipment with a horizontal, inflatable base and inflatable sides designed and intended solely for children to bounce in or on and for no other recreational activity." An inflatable slide, for example, would NOT be covered).

Do we have to be registered to take out a policy?

If your group is legally required to register with a governing or oversight authority, then you must obtain registration and adhere to its terms in order for the insurance to be valid. If there is no legal requirement to register your group then you do not require registration to obtain the insurance cover. Please contact OFSTED, or other registering authority, to find out if you need to be registered.

Can we take on young people to help at the premises for work experience?

Yes, provided that they are on a Government or otherwise authorised work experience, training, study, exchange or similar scheme. They must always work under the supervision of experienced group officials and be of an appropriate age for the duties being performed. If in any doubt, please contact Morton Michel. If you are asked to sign a document from an authority concerning young people doing work experience, please let Morton Michel see this document.

Is the group covered if it moves to new premises?

You may be required to complete a questionnaire before you move and cover is subject to acceptance of this by Morton Michel.

We are taking out cover for our equipment. Does it include sheds and contents of sheds?

Yes, within certain limits, providing it is either a timber, plastic or metal shed. Please refer to the policy document for details. If the limits are insufficient for your needs or if you have a shed that is not timber, plastic or metal, please ring Morton Michel.

I operate from more than one location. Will this be covered?

Your liability insurances will automatically provide cover for anywhere in the UK for the activities and services you have disclosed to us. You may also need to insure contents, buildings and other property related covers for more than one location. For example, you may have several regular hubs at which you conduct your services, and store your equipment to save travelling around with it. When selecting these insurances you can specify the locations and the covers you require for each.

I only store my equipment at one location but do take it to various meetings and venues to deliver my services. Will I be covered?

If you have chosen to insure your group contents you will automatically be provided with cover for equipment taken away from the elected storage premises. The contents away from premises cover insures your equipment anywhere in the UK, including in transit (other than theft from unattended vehicles at night). The standard sum insured is £2,500 for unspecified general equipment such as work materials and toys. There is a maximum limit of £1,000 for electrical goods such as mobile phones, laptops and photography equipment. If you carry more than £1,000 of electrical goods at any one time or if the value of any one electrical item

exceeds £500 then you must insure them at the higher sums insured as specified contents away from your premises.

What is member to member liability?

Member to member liability is an extension of your Public Liability insurance which provides cover to individual members of the group so that they may be treated by the insurer as being insured themselves. As a result, group members are covered in the event that they accidentally injure other group members or damage their property.

What is an ERN Number and why do I need to disclose this?

Every organisation operating a PAYE Scheme is allocated an ERN (Employer Reference Number), the reference number provided by HM Revenue and Customs (HMRC) under which employees' income tax and NI contributions are recorded. Insurance companies are subject to regulation by the Financial Conduct Authority (FCA). Rules have been introduced by the FCA which require insurers and brokers to collect additional information from their clients who are insured for Employers' Liability (EL), including their ERN. This information will be used by employees to help trace their former employer's EL insurer should they need to make a claim for illness or injury at work. The ERN will be used as a unique reference which will enable claimants and their representatives to search more effectively for the EL insurer concerned. This will ensure that more claimants can find their insurer, particularly where their previous employer has ceased trading and there is no other point of reference.

What is our "legal status", as requested on the proposal form?

It is important that the name on your insurance policy accurately reflects the legal status of the business. **Sole traders** are the simplest way to set up and run a business, ownership and control of the business rests with a single individual. If you are a sole trader, you can trade under a business name. For instance, Mrs Janet Smith t/a ABC Childcare. **Partnerships** can be General Partnerships, Limited Partnerships or Limited Liability Partnerships. If you have set up as a general partnership, you should show your trading title as Mrs Janet Smith and Mrs Ruby Reynolds t/a Smith Reynolds Partnership. If you have set up a limited partnership or a limited liability partnership, you should show your name as Smith Reynolds Limited Partnership or Smith Reynolds LLP. **Limited Companies (Ltd)** are legal entities in their own right and they may be limited by shares or by Guarantee. The title of a Limited company should be shown as Smith Jones Ltd. **UK registered Charity**, **Association** or **Club**. You should use the name you have registered with the Charity Commission or similar body. Unregistered clubs or associations run by committees can style themselves in various ways. The most common are "the committee for the time being on behalf of...." or "the treasurer...." or "the secretary...." etc. All of the committee could be named or it could just be one authorised person.

Do we have to complete Disclosure and Barring Service checks to take out a policy?

If you are required by law to obtain criminal records and barred list checks, then you must do so in order for the insurance to be valid. Employers have a legislative requirement to request barring checks to be conducted for people in positions defined as 'regulated activity' under the Protection of Freedoms Act 2012 which amended the Safeguarding Vulnerable Groups Act 2006. Where an individual is engaging, either in paid work or as a volunteer, in a regulated activity employers must request an enhanced criminal records check with a check against the appropriate barred list. Where individuals are undertaking activities with both adults and children it would be appropriate to check against both barred lists. Information and guidance about criminal records and barred list checks can be obtained from the Disclosure and Barring Service (or Disclosure Scotland or Access NI). If you are in any doubt as to whether you are required by law to obtain these checks you may wish to consider obtaining legal advice.

What is underinsurance and why is it important?

When you take out insurance, it is you who is responsible for making sure that you insure for the full amount of Contents, Revenue and Buildings (if insured). If you do not, you are at risk of being underinsured and this may result in the amount that you are paid in the event of a claim being reduced, leaving you out of pocket.

If the full replacement value of all your Contents as new is £10,000, then this is the value you must insure for. If you do not, you could be underinsured and may be responsible for picking up a proportion of the bills for any damage.

The calculation is a very simple one, which reduces an agreed claim in direct proportion to the degree of underinsurance; so if you only insured for 50% of the correct value, you will receive 50% of any agreed claim. For example, if the replacement value of your Contents is £10,000 but you have chosen to insure for only £5,000, in the event that you claim for £5,000 of damage to your Contents, you would receive only £2,500.

What is the difference between Public Liability and Professional Indemnity?

Public Liability insurance provides cover for accidental bodily injury or physical damage to property of a third party, in the event of an incident occurring for which you are at fault. Professional Indemnity insurance is concerned with errors or omissions you or your staff may inadvertently make in the course of your duties. For instance, you may unintentionally release confidential information about a child in your care. The Professional Indemnity cover available will also extend to cover libel and/or slander.

What are tenant's improvements?

You may not own the premises you are in but nevertheless be responsible for insuring some aspects of the building. If, for instance, you have installed a fitted kitchen or partition walls or children's lavatories, then it is possible that you, rather than the landlord, will need to insure these. You should check with your landlord and the terms of your lease. If you are responsible, cover can be arranged under the policy.

Are we covered for going on outings?

As long as you comply with all relevant requirements of OFSTED or your registering authority regarding outings away from the normal premises, then you will be covered by the policy for organised and supervised outings within the UK for up to three consecutive days. For longer periods, please contact Morton Michel for a quotation. If you are taking children by car or minibus, you must ensure that the necessary motor insurance is in place.

Are we covered for instructors coming into our premises to teach specialist activities such as judo, fencing, drama, etc?

You must provide full details of these activities when completing the proposal form. Your insurance will only cover any liability falling back on you and you must make sure that all instructors used are fully qualified and insured. Please check this with them before engaging them.

The following are recommended security devices for use in specific areas of your building.

Your local Crime Prevention Officer or locksmith (preferably one who is a member of the Master Locksmiths Association - see "yellow pages" or **www.locksmiths.co.uk**) will be able to advise you on suitable locks and other devices, where special fittings are required.

Final exit door

The final exit door should be protected by at least one of the following:



Mortice Deadlock – a mortice deadlock that conforms to BS3621 or a lock of higher quality, morticed into the door. Must have a **minimum of 5 levers**.



Cylinder Rim Deadlock – these are surface mounted locks and are useful if a door is not thick enough to take a mortice deadlock. If you opt for this type of lock, it needs to be one that is of high quality.



Close Shackle Padlock – a padlock with a limited space around the shackle, in order to prevent the use of a crowbar or similar tool. Must have a minimum of 5 levers and be fitted on a coach-bolted locking bar.



Multi-Point Locking System For UPVC Doors – a multi-point locking system that has a minimum of three locking points that all lock simultaneously by the turn of a key.

Fire exit door

Fire exit doors should be as designated and approved by the Fire Safety Inspecting Officer. They should be fitted with a push/panic bar and hinge bolts.



Push/Panic Bar – this should be fitted at a suitable height for easy operation.



Hinge Bolts – these should be fitted top and bottom on the hinge side of the door.

Patio doors



Patio Door Locks – locks that are especially designed for patio doors to secure the door at the top and bottom. A stop must be fitted to prevent the doors from being lifted out of their frame.

Other external doors

These may be protected by the same types of locks that are described for the final exit door. The following are acceptable alternatives:

With French windows or two leaf doors, these bolts should be fitted top and bottom of each leaf and used in conjunction with any centre lock already fitted.



Mortice Security Bolts – two key-operated mortice security bolts with removable keys, sited near the top and bottom of the door.



Key-Operated Surface Mounted Bolts – two key-operated surface mounted bolts with removable keys, sited near the top and bottom of the door.

Accessible windows

All opening windows (including skylights and fanlights) that are accessible (including those that can be reached from flat roofs) should be protected by an appropriate key-operated lock or key-operated security bolt with removable key. A number of different key-operated locks are available to suit most windows, including sash, fanlight, louvre, wood and metal casements.



Sash Windows – can be protected by the type of security bolt illustrated.



Casement Windows – can be protected by the type of key-operated locks illustrated. There are locks for both wooden and metal casement windows available.



Fanlights – can be protected by the type of security bolt illustrated.



Louvres – the slats should be glued in their frame with epoxy resin and a louvre lock fitted.



The following websites will give you full details of a wide range of security devices that are available:

- Chubb Locks www.chubblocks.co.uk
- **ERA Products** www.era-security.com
- Ingersol Security www.ingersollocks.co.uk
- Union www.uniononline.co.uk
- Yale www.yalelock.com
- **Banham** www.banham.com

1. Insurers under the policy

Covea Insurance plc is the insurer under this policy except under the Legal Expenses Section, which is administered by ARAG plc on behalf of the insurer Brit Syndicate 2987 at Lloyd's.

2. Covea Insurance plc

Covea Insurance plc (Covéa Insurance) is a public limited company registered in England and Wales under number 613259. It underwrites general insurance business. It is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The Financial Conduct Authority and the Prudential Regulation Authority are independent watchdogs that regulate financial services.

Covéa Insurance's Financial Services Register number is 202277. You can check this on the Financial Services register by visiting the Financial Conduct Authority website **www.fca.org.uk** or by contacting the Financial Conduct Authority on **0800 111 6768**.

Registered Office: 2 Norman Place, Reading, RG1 8DA.

3. Information about ARAG plc

ARAG plc is registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN. ARAG plc is authorised and regulated by the Financial Conduct Authority firm registration number 452369. ARAG plc is authorised to administer this insurance on behalf of the insurer Brit Syndicate 2987 at Lloyd's (written under unique market reference B0356KA233D12A000 or replacement thereof). Brit Syndicates Limited, the managing agent for Brit Syndicate 2987 at Lloyd's, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

You can check this by visiting the Financial Conduct Authority website at **www.fca.org.uk/register** or by contacting the Financial Conduct Authority on **0800 111 6768** (freephone), or **0300 500 8082**.

ARAG plc and Brit Syndicate 2987 at Lloyd's are covered by the Financial Ombudsman Service.

4. Morton Michel

The Group policy is arranged by Morton Michel Limited.

Morton Michel Limited is a private company limited by shares incorporated in England and Wales under registered number 5120835.

Its Registered Office is PIB Group, Rossington's Business Park, West Carr Road, Retford, Nottinghamshire DN22 7SW; its head office is Alhambra House, 9 St Michaels Road, Croydon, CR9 3DD.

It is authorised and regulated by the Financial Conduct Authority. It appears on the Financial Services Register under number 527300. You can check this on the Financial Services Register by visiting the Financial Conduct Authority website **www.fca.org.uk** or by contacting the Financial Conduct Authority on **0800 111 6768**.

5. Accessibility

We are able to provide, upon request, audio tapes, large print and Braille documentation. Please advise us if you require any of these services to be provided so that we can communicate in an appropriate manner. Alternatively, if you have hearing or speech difficulties and have access to a text telephone you can call any of our numbers using the text relay service operated by Action on Hearing Loss (formerly known as RNID).

6. Law applicable to the contract

We propose to choose English law as the law applicable to the contract unless we agree another choice of law with you prior to the start date.

7. Premiums

Premiums are payable annually to Morton Michel. Insurance premium tax, as imposed by current legislation, is incorporated into all premiums.

8. Promise of satisfaction and service

We are confident that your Group policy will bring you complete satisfaction. We undertake to refund the premium in full if you are not satisfied with the cover provided by your policy if it is returned within 14 days of the start date of your policy or from the date you receive your policy document if this happens later, but if there has been an incident which has resulted or could result in a claim you must reimburse us for any amounts we have paid or may be required to pay, in respect of that incident.

9. Duration of contract

The first period of insurance under your Group policy will be 12 months unless otherwise requested by you and agreed by us in writing.

10. Financial Services Compensation Scheme

The insurers under this policy are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if any of them cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme.

11. Notification of a claim

If you have a claim (other than under the Legal Expenses section), or are aware of an incident that could result in a claim, please contact Morton Michel on **0208 603 0945** or Covea Insurance plc on **0330 134 8187**.

If you have a claim, or are aware of an incident that could result in a claim under the Legal Expenses section, please contact ARAG on **0117 917 1698** or download a claim form from **www.arag.co.uk/newclaims**.

12. Enquiries and complaints

If you have an enquiry or complaint regarding:

- the suitability of this policy for your needs; or
- the information and advice you received whilst it was originally being discussed; or
- the operation or administration of the policy;

or an enquiry concerning a claim that you may have made you should contact Morton Michel at Alhambra House, 9 St Michaels Road, Croydon CR9 3DD; telephone number **0208 603 0945**.

If your complaint relates to the cover under this policy or the way a claim is/has been handled (other than for Legal Expenses cover) you should contact us by either writing to us at the Customer Services Manager, Covea Insurance plc, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX or by telephone **0330 134 8194** or email **information@coveainsurance.co.uk**. A copy of Covéa Insurance's complaints handling procedure is available on request.

If your complaint relates to the Legal Expenses cover, please write to The Customer Relations Department, ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN or telephone **0117 917 1561** (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays. For our mutual protection and training purposes, calls may be recorded) or email **customerrelations@arag.co.uk**.

Should you remain dissatisfied you can pursue your Legal Expenses complaint further with Lloyd's, One Lime Street, London EC3M 7HA or by telephone on **0207 327 5693** or email them at **complaints@lloyds.com**. Website **www.lloyds.com/complaints**.

Using these services does not affect your right to take legal action.

Please be ready to provide all relevant details of your policy and in particular your policy number (if allocated) to help your enquiry or complaint to be dealt with speedily.

You may have the right to refer it to the Financial Ombudsman Service at Exchange Tower, Harbour Exchange Square, London E14 9SR; telephone numbers **0800 023 4567** (calls to this number are normally free for people calling from a "fixed line" phone – but charges may apply if you call from a mobile phone) and **0300 123 9123** (calls to this number are charged at the same rate as 01 or 02 numbers on mobile phone tariffs). Website **www.financial-ombudsman.org.uk**.

Following this procedure will not affect your legal rights.

Nothing in the terms and conditions of this policy will reduce your statutory rights relating to faulty or mis-described goods or services. For further information about your statutory rights, you should contact your local authority Trading Standards Department or Citizen's Advice Bureau.





Morton Michel

Alhambra House 9 St Michaels Road Croydon CR9 3DD

Tel: 020 8603 0900 www.mortonmichel.com

Arranged by Morton Michel KH2639 05.18