



NurseryCare

Insurance for day nurseries

Summary and Guide



www.mortonmichel.com

Arranged by Morton Michel

NurseryCare

The **NurseryCare** policy has been specifically designed to meet the needs of day nurseries throughout the UK. We launched the **NurseryCare** policy back in 1993 and we now currently insure over 3500 nurseries nationwide.

Easy to understand documentation

Our Summary and Guide is written in easy to understand language. The purpose of the summary is to highlight the main features and exclusions so that you can decide if the policy is suitable for your needs. The summary does not detail all of the terms and conditions of the policy as this information can be found in the policy document.

If any covers or terms are unclear then please contact us and we will be happy to explain them.

Your policy document will be sent to you when you take out your policy but a copy can be provided on request beforehand. Please get in touch if you would like us to send you a copy.

Either contact us on **020 3824 8478** or email us at **sales@mortonmichel.com**.



NurseryCare – the cover

The **NurseryCare** policy will provide the following cover as standard.

- **Employers' Liability**
- **Public and Products Liability**
- **Professional Indemnity**
- **Directors' and Officers' Liability**
- **Legal Expenses**
- **Contents**
- **Contents in Transit**
- **Officials' Personal Effects**
- **Children's Personal Effects**
- **Deterioration of Refrigerated Stock**
- **All Risks**
- **Glass**
- **Equipment Breakdown**
- **Loss of Revenue**
- **Loss of Registration Certificate**
- **Personal Accident for Children**
- **Personal Accident for Officials**
- **Money**
- **Officials' Personal Money**
- **Employee Dishonesty**
- **Crisis Containment**

As a **NurseryCare** policyholder the following Helplines services are automatically available to you:

- **Helplines** – Legal and Tax Advice, Redundancy Approval, Crisis Communication, Counselling, Glass Breakage

The **NurseryCare** policy can be extended to include the following optional covers:

- **Buildings**
- **Terrorism**
- **Cyber**
- **Trustees' and Officers' Financial Liability**

Your schedule will show if you have selected them.

About Morton Michel

With over 50 years' experience, we are known as the UK's leading childcare insurance specialist. 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. We even provide online transactions through our website to make the process as simple as possible. 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.

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.

NurseryCare – online

The quickest way to apply for a **NurseryCare** policy is online at **www.mortonmichel.com/NurseryCare/**. Simply fill in the application form and we will come back to you promptly with a quotation.

If you like the quotation, you will be able to take out the policy online and receive your documents back immediately by email. No waiting around for documents to come through the post. Just instant cover.

You can also renew your policy online each year. There's no fuss, no delays, with the Morton Michel service.

And, of course, if you want to talk to one of our experienced **NurseryCare** staff, then we are just a call away on **020 3824 8478** or you can email us at **sales@mortonmichel.com**.

For more details visit:

www.mortonmichel.com



Exclusive benefits for NurseryCare policyholders

The online Morton Michel Early Years' Advisory Service provided by Croner-i covers over 110 topics to assist you in running your own day nursery – from the Early Years framework to employment rights, Ofsted inspections to Health and Safety and buildings maintenance to finance.

Its specially designed Risk Assessment tool guides you through the actions needed to meet legal requirements and then reminds you when the information needs to be updated.

- **FREE access for all Morton Michel NurseryCare policyholders.**
- **All the information you need to meet legal and regulatory obligations.**
- **A practical, convenient and up-to-date resource.**



www.mortonmichel.com/NurseryCare/Croner-i/

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 seek more information, go to www.robust.riscauthority.co.uk.

Exclusive benefits for policyholders

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

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

Many more substantial discounts are available from other selected suppliers.



To find out more visit:

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 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 from Morton Michel on request, by contacting us on **020 3824 8478** or email us at **sales@mortonmichel.com**.

The **NurseryCare** 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, Claims Conditions and General Exclusions, some of which apply to all sections. These are detailed on pages 15 – 22 of the policy document.

Registration

It is a condition of cover that your nursery is registered with the appropriate Registering Authority where applicable and that you comply with the terms of your registration at all times.

Activities Covered

This policy covers you for all standard organised and supervised nursery activities, including:

- outings away from your nursery premises, anywhere within the United Kingdom, for up to three consecutive days
- Out of School Clubs and Holiday Playschemes at the nursery premises
- forest schools, animal handling, swimming, bouncy castles, trampolines and, fundraising events.

There are conditions attaching to certain activities and some activities are excluded. To see full details of the conditions that apply and the activities that are excluded please refer to the Public and Products Liability section of the **NurseryCare** policy document.

You must tell Morton Michel if you undertake any activities which are excluded by the policy.

Operating Times

The policy does not have operating time restrictions, other than if you are operating overnight or providing 24 hour care, then you must apply to Morton Michel for a quotation.

Age Range

You are covered for children up to and including the age of 12 years. If you look after children older than 12 you must contact Morton Michel.

Employers' Liability

This section provides cover against your legal liability for accidents to or illness of employees, sustained in the course of their employment. This includes authorised voluntary workers or any trainee or person undergoing work experience.

Significant Features and Benefits

- **Maximum Amount Payable** – £10,000,000 (cover in respect of Terrorism is £5,000,000).
- **Territorial Limits** – worldwide.
- **Corporate Manslaughter** – covers legal costs and expenses incurred with consent and prosecution costs awarded against you in the defence of criminal proceedings brought under the Corporate Manslaughter Homicide Act 2007 as a result of a fatality.
- **Unsatisfied Court Judgements** – covers 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.**



Public and Products Liability

This section covers you for your legal liability arising from an injury (including death) to a child or to a third party (such as a parent or visitor), or for accidental loss or damage to a third party's property. It covers amounts you become legally liable to pay as damages. This section also provides cover if a claim arises from a product sold or supplied by you.

Significant Features and Benefits

- **Maximum Amount Payable** – £10,000,000 in respect of any one claim or series of claims against you arising out of one cause for Public Liability, and £10,000,000 in the aggregate in any one period of insurance for Products Liability.
- **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).
- **Abuse** – cover up to the full limit of indemnity of £10,000,000.
- **Treatment** – covers the administration of medication or supplementary health support procedures subject to you complying with all relevant requirements of any government statutory or licensing authority.
- **Activities** – covers you for standard nursery activities including forest schools, animal handling, swimming, bouncy castles, trampolines, fundraising events and supervised outings. Subject to policy conditions.
- **Out of School Clubs** – covers Out of School Clubs and Holiday Playschemes at the nursery premises automatically for children aged 0-12. If you have children older than 12 attending or you hold Out of School Clubs at different locations, please contact us for a quotation.
- **Third Party Activities** – cover for activities organised or supervised by any third party individual, company or organisation, provided they have their own Public Liability insurance effective and with a limit of indemnity of at least £5,000,000.
- **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").

- **Premises leased, hired, rented or in custody or control** – covers for damage to premises leased, hired or rented to you or those in your custody or control.

Significant Exclusions and Limitations

- **Fines, penalties or liquidated, punitive or exemplary damages.**
- **Any liability arising from or caused by the provision of advice or any plan, design, formula or specification given separately for a fee or for which a fee would normally be charged.**
- **Any liability arising from the making up, sale or supply of any drug or medical preparation, syringes, dressing or medical supplies or equipment of any kind.**
- **This section of the NurseryCare policy excludes certain activities, such as:**
 - the use of inflatables other than bouncy castles and paddling pools
 - the use or ownership of Velcro wall, "bar fly" or similar equipment
 - fundraising activities of a sporting nature
 - gymnastics or dance involving lifting, acrobatics or spinning headstands, parkour and street/free running
 - combat and contact sports, weightlifting, archery, fencing, shooting and winter sports
 - activities that take place in or on bodies of water other than swimming, the use of inflatable paddling pools and pond dipping.

To see full details of the activities excluded please refer to the Public and Products Liability section of the **NurseryCare** policy document.

- **This section of the NurseryCare policy includes conditions in relation to the following activities:**

- animal handling
- bouncy castles
- face painting
- forest school and practical activities
- horse riding
- roller blading and skateboarding
- swimming
- trampolines.

To see full details of these conditions please refer to the Public and Products section of the **NurseryCare** policy document.

Professional Indemnity

This section covers damages which you are legally liable to pay arising out of the advice given and the services provided by you in connection with the business.

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

- **Maximum Amount Payable** – the total aggregate liability shall not exceed £1,000,000, inclusive of defence costs.
- **Defamation, Libel and Slander** – indemnity for any claim in direct consequence of any defamation, libel or slander by you.
- **Defence Costs** – inclusive within the indemnity limit, covering you against costs incurred in defending a claim where prior written consent has been obtained from us.
- **Infringement of Copyright or Patents** – cover for reasonable defence costs incurred by you with our prior written consent – up to £50,000.
- **Indemnity to Employees, Former Employees and/or Consultants** – provides indemnity for any claim first made against them.
- **Dishonesty of Employees** – provides indemnity for any negligent act, error or omission caused by a fraudulent, criminal or malicious act by employees.

- **Loss of or Damage to Documents** – cover for replacing, restoring or reconstituting documents in your care, custody or control following physical loss or damage to documents – up to £50,000.

Significant Exclusions and Limitations

- **Claims caused by or contributed to by any dishonest, fraudulent, criminal or malicious act or omission by you.**
- **Claims or circumstances that you are aware of that have been, or should have been reported to a previous policy.**
- **The following excesses apply:**
 - £1,000 for any claim under Defamation, Libel and Slander, Infringement of Copyright or Patents or Loss of or Damage to Documents
 - £250 for all other claims other than any claim under Defence Costs (where no excess applies).
- **Bodily injury or property damage other than as provided for under Loss of or Damage to Documents.**
- **Medical malpractice.**
- **Actual or attempted sexual relations, sexual conduct or intimacy, sexual harassment or sexual exploitation.**

Directors' and Officers' Liability

This section covers 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

- **Maximum Amount Payable** – the total aggregate liability shall not exceed £25,000, inclusive of defence costs. (Higher limits are available on request).

Significant Exclusions and Limitations

- **Bodily injury and property damage.**
- **Fraud, dishonesty and illegal profits.**
- **Claims against you or circumstances which might give rise to a claim, known to you, or any other insured person, before the start of this cover.**
- **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.

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 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.

Important Conditions

You must always contact us first before appointing a solicitor to act for you. If you fail to do this you may prejudice your position and the insurer will not pay costs you have already incurred.

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.

We will always recommend mediation services where appropriate or a solicitor to act for you from our nationwide panel of specialist firms. Our firms are carefully selected based on their expertise and work under strict service standards. Firms are also audited regularly ensuring they provide the best possible service to our customers.

Significant Features and Benefits

The insurer will pay legal costs & expenses and employment compensation awards up to £250,000 including the cost of appeals for the following:

- **Employment** – 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 we have accepted your claim under Employment.
- **Employment Restrictive Covenants** – a dispute with:
 - your employee or ex-employee which arises from a restrictive covenant in a contract of service with you
 - 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 Defense** – we will defend the insured:
 - in an investigation that could lead to prosecution
 - if criminal proceedings are brought.
 Directors and/or partners are covered to defend a motor prosecution whether or not it relates to the business.
- **Compliance and Regulation** – appeal against a statutory notice issued against your business, or defence of a civil action brought under the Data Protection Act. Public Childcare Proceedings/ Public Law Children Order proceedings 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 License Appeals** – an 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** – cover to:
 1. defend
 - an employee in civil proceedings brought for unlawful discrimination, or
 - a trustee of the company pension fund
 2. pursue a personal injury claim by an employee or a member of their family.
 3. represent your directors and/or partners who have fallen victim to identity theft.

- **Crisis Communication** – access to professional public relations support and crisis communication services to manage adverse media publicity and reputational exposure.
- **Contract and Debt Recovery** – contract disputes and debt recovery actions relating to the purchase, hire, lease, servicing, maintenance, sale or provision of goods or services, providing the amount in dispute exceeds £200.

Helplines

Legal and Tax advice Helpline

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

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

Redundancy Approval

We can arrange for specialist advice if you are planning redundancies.

Commercial Legal Services Website

- Go to www.araglegal.co.uk and register using your voucher code to download legal documents that can assist with day-to-day issues that affect your business.
- Many documents offer legal review services.
- You can access our online law guide.

Claims Procedure

If you need to make a claim you must notify us as soon as possible and under no circumstances should you instruct your own lawyer or accountant as the insurer will not pay any costs incurred without our agreement.

1. You can request a claim form between 9am and 5pm Monday to Friday (except bank holidays) by telephoning **0117 917 1698** or by downloading one at www.arag.co.uk/newclaims.
2. We will send you written acknowledgment within one working day of receiving your claim form.
3. Within five working days of receiving all the information needed to assess the availability of cover under the policy, we will write to you either:

- confirming the appointment of a qualified representative who will promptly progress the claim for you; or
- if the claim is not covered, explaining in full why and whether we can assist in another way.

4. When a lawyer is appointed they will try to resolve your dispute without delay, arranging mediation whenever appropriate. Matters cannot always be resolved quickly particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

Significant Exclusions and Limitations

- **It must always be more likely than not that your claim will be successful.**
- **You must report your claim as soon as you become aware of the circumstances that could lead to a claim.**
- **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.**
- **Legal costs, expenses, and compensation awards incurred before we accept a claim.**
- **The insured event must occur during the period of insurance.**
- **Employment**
 - Pursuing an action other than an appeal.
 - Legal costs to prepare for or represent you in internal grievance or disciplinary matters.
- **Employment Compensation Awards**
 - Money due to an employee under a contract of service.
- **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 & Customs.
 - Tax avoidance.
- **Property**
 - Any claim where a contract exists between you and the other party.
- **Legal Defence**
 - A parking offence.
- **Compliance and Regulation**
 - Pursuing an action other than an appeal.

- A Health and Safety Fee for Intervention.

■ **Employees' Extra Protection**

- A condition, illness or disease that gradually develops over time.

■ **Crisis Communication**

- The maximum the insurer will pay is £10,000.
- Matters that should be dealt with through your normal complaints procedures.

■ **Contract and Debt Recovery**

- The sale or purchase of any land or buildings.
- Computer systems which have been supplied by you or tailored to your requirements.
- Breach of professional duty.
- Arbitration or adjudication.

■ **Legal and Tax Advice Helpline**

- We will not put advice in writing.
- Advice is restricted to business legal matters.

- Advice on UK tax law is available Monday to Friday between 9am and 5pm (except bank holidays).

- We cannot advise on financial planning or financial service products.

- Services are subject to fair and reasonable use.

■ **Counselling Assistance Helpline**

- Services are subject to fair and reasonable use.

■ **Redundancy Approval**

- You have to pay the cost of this service.
- This service is available between 9am and 5pm on weekdays (except bank holidays).

■ **Commercial Legal Services Website**

- Documents are restricted to business law.
- Some documents only apply for England and Wales.
- Many documents are free while others attract a modest charge.
- Legal review services are subject to a fee.

Contents

This section covers loss or damage to contents at your premises that is not specifically excluded. Cover includes losses following fire, theft, malicious damage, flood, escape of water and accidental damage.

Significant Features and Benefits

- **Tenant's Improvements** – cover is automatically included at £1,000. The sum insured may be increased on request.
- **Sheds** – cover includes sheds at the premises, up to £2,500 for the structure and £2,500 for the contents stored.
- **Fixed Outside Equipment** – covers damage to fixtures (including fixed play equipment) in the open at the premises up to £15,000. This sum insured may be increased on request.
- **Theft Damage to Premises** – covers damage to the buildings that you are responsible for resulting from theft or attempted theft, up to £25,000.
- **Theft of Keys** – covers cost of replacing locks and keys following theft of keys up to £5,000.
- **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 up to £25,000 or 25% of the sum insured, whichever is the lower.

Significant Exclusions and Limitations

- **Theft from a building is excluded unless it involves forcible and violent entry to or exit from the building.**
- **Loss, destruction or damage caused by other authorised users of the premises.**
- **Wear and tear or depreciation of property.**
- **Malicious damage caused by any tenant or lessee.**
- **Theft or attempted theft or malicious damage to property left outside in the open other than in respect of external CCTV equipment and security lighting or as insured under Fixed Outside Equipment.**
- **Moveable property in the open, signs, fences, gates, vegetation, lawns and shrubs for damage caused by wind, rain, hail, sleet, snow, flood, dust or falling trees.**
- **Damage caused by storm, flood and escape of water to property in a basement or an outbuilding if stored less than 100mm off the ground.**
- **The following excesses apply:**
 - £250 in respect of accidental damage to sanitary ware, underground pipes and cables
 - £2,500 (or such other amount as stated in the schedule) in respect of subsidence, ground heave or landslip
 - £150 in respect of any other claim after the application of the underinsurance condition.

Contents in Transit

This section covers damage to contents whilst in the course of transit, in or on any vehicle owned or operated by you within the UK, including whilst loading and unloading up to £1,000 per vehicle.

Significant Exclusions and Limitations

- Theft or attempted theft from any unattended vehicle.
- An excess of £50 applies to each claim.

Officials' Personal Effects

This section covers damage to the personal clothing or effects of any nursery official occurring on the premises during a nursery session up to £1,000 per nursery official.

Significant Exclusions and Limitations

- An excess of £50 applies to each claim.

Children's Personal Effects

This section covers damage to the personal clothing or effects of any child attending the nursery occurring whilst the child is in your care up to £250 per child.

Significant Exclusions and Limitations

- An excess of £25 applies to each claim.



Deterioration of Refrigerated Stock

This section 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 up to £2,500.

Significant Exclusions and Limitations

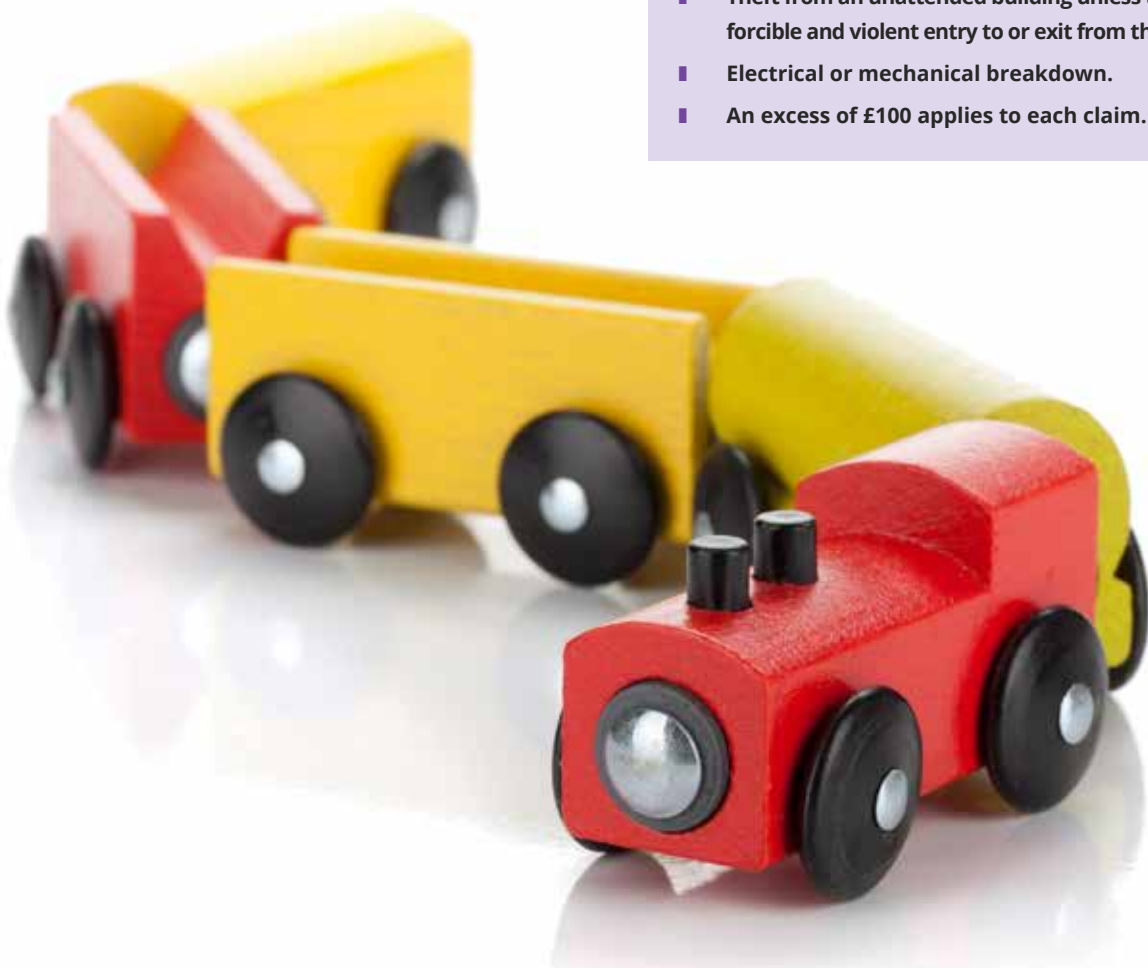
- Losses where there is not a manufacturer's guarantee or a maintenance contract in force for any refrigeration unit which does not have hermetically sealed motors and compressors.
- Losses involving refrigeration equipment more than ten years old at the commencement of any period of insurance.
- An excess of £25 applies to each claim.

All Risks

This section covers your contents anywhere in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, against any loss or damage that is not specifically excluded, up to £1,000. This sum insured may be increased on request.

Significant Exclusions and Limitations

- Theft from unattended vehicles outside of business hours and overnight.
- Theft from unattended vehicles during business hours unless:
 - all security devices are put into full operation
 - property is secured with the closed glove compartment, locked boot, luggage space or enclosed storage compartment of the vehicle.
- Theft from an unattended building unless theft involves forcible and violent entry to or exit from the building.
- Electrical or mechanical breakdown.
- An excess of £100 applies to each claim.



Glass

This section covers damage to fixed glass at the premises up to £25,000.

Significant Features and Benefits

- **Alarm Foil** – damage to alarm foil caused by breakage of glass, up to £500.
- **Special Glass** – damage to armoured glass, bent glass and lettering or designs superimposed on glass, up to £500.

- **Fixed Mirrors/Glass and Signs** – damage to fixed mirrors and glass in showcases, counters and display cabinets and to neon and illuminated signs including fixed glass in them.

Significant Exclusions and Limitations

- Glass which was broken or cracked before the insurance commenced.
- Superficial scratching, chipping or cracking.
- An excess of £50 applies to each claim.

Equipment Breakdown

This section covers direct physical loss to equipment at your nursery premises caused by electrical or mechanical breakdown, explosion or collapse or other loss or damage as defined in the policy document.

Significant Features and Benefits

- **Additional Access Costs** – £20,000 any one accident.
- **Anchor Location** – £50,000 in any one period of insurance.
- **Business Interruption** – £100,000 in any one period of insurance.
- **Computer Equipment** – £500,000 any one accident at the premises. £5,000 any one accident to portable computer equipment worldwide.
- **Damage to Own Surrounding Property** – £2,000,000 any one accident.
- **Debris Removal** – £25,000 any one accident.
- **Energy Efficiency Improvements** – 25% of the new replacement cost of the damaged equipment or £25,000, whichever is less.
- **Expediting Expenses** – £20,000 any one accident.
- **Hazardous Substances** – £10,000 any one accident.
- **Hire of Substitute Items** – £10,000 any one accident.
- **Public Authorities/Law or Ordinance** – up to the equipment breakdown limit of £5,000,000.
- **Repair Costs Investigation** – £25,000 any one accident.
- **Storage Tanks and Loss of Contents** – £10,000 any one accident.

Significant Exclusions and Limitations

- Loss or damage caused by or resulting from a hydrostatic pneumatic or gas pressure test of any boiler or pressure vessel or an insulation breakdown test of any type of electrical equipment.
- Loss or damage to data or computer media caused by programming error, computer virus, malicious code and loss of access, use or functionality.
- Loss or damage caused by depletion, deterioration, corrosion, erosion, wear and tear or other gradually developing conditions but this shall not exclude resultant breakdown as insured by this section.
- Damage recoverable under maintenance agreements, warranties or guarantees.
- An excess of £350 applies to each claim.



Loss of Revenue

This section covers loss of gross revenue resulting from interruption of or interference with your business following loss or damage to property at your premises.

Reasonable costs incurred to maintain the business following such loss or damage are included.

Significant Features and Benefits

- **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.
- **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.
- **Additional Increased Cost of Working** – covers reasonable costs incurred to maintain the business in excess of the amount provided for under gross revenue, up to £25,000.
- **Prevention of Access** – covers damage occurring to any property within 1 kilometre of the premises that prevents or hinders access. Our liability will not exceed the gross revenue you select and stated in your schedule.
- **Government or Local Authority Action** – covers access to the premises being hindered or prevented as a result of the actions or advice of a government or local authority following an emergency which is likely to endanger life or property, up to £100,000.
- **Compulsory Closure** – 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.
 - 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 £100,000 in respect of each of the above in any period of insurance.

- **Public Utilities** – cover following damage at any electricity, gas, water or telecommunications service premises, up to £250,000. A failure of these services if for one hour or more, up to £100,000.
- **Suspension of Employees** – covers the cost of wages paid to temporary employees hired solely to replace members of staff who have been suspended in accordance with your registering authorities' regulations as a direct result of an accusation of child abuse.

Maximum amount payable for any one replacement employee is £200 per week or 75% of the weekly wage paid to the replacement employee, whichever is the less.

Maximum period of payment is 5 weeks in respect of any one suspended employee.

Maximum amount payable of £5,000.

- **Essential Employees** – covers reasonable costs incurred following, death, temporary and absolute inability to engage in usual occupation or a permanent inability to engage in any gainful employment (other than where caused by loss of limb or loss of sight) of any of your principals, directors or partners due to injury caused by accidental and violent means, up to £100,000.

Significant Exclusions and Limitations

- **Any interruption of or interference with the business not caused by damage other than as described in Compulsory Closure, Essential Employees, Government or Local Authority Action, National Lottery, Public Utilities 'accidental failure' and Suspension of Employees.**



Loss of Registration Certificate

This section covers you for the reduction in gross revenue and increase in cost of working or a depreciation in the value of your business following cancellation of your registration certificate by your registering authority.

Significant Features and Benefits

- **Maximum Amount Payable** – £250,000.
- **Temporary Suspension of Registration Certificate** – following suspension of your registration, cover for any consequent reduction in gross revenue and increase in cost of working until your suspension ends, for a maximum period of 3 months and up to £25,000.

Significant Exclusions and Limitations

- **You must advise us immediately you become aware of any:**
 - circumstances advised to your registering authority which may endanger your registration certificate
 - proceedings against or convictions of you or the registration certificate holder for any breach of the law or other matters.
- **Any cause wholly or partly within or under your control.**
- **Cancellation caused by alterations in law.**
- **Your business being wound up by liquidator or receiver, or permanently discontinued.**
- **Any amount paid under Temporary Suspension of Registration Certificate will be deducted from any subsequent amount payable of any claim for cancellation of the registration certificate.**

Personal Accident for Children

This section compensates you for children attending the nursery in the event of death or bodily injury caused by an accident whilst engaged in nursery activities.

Significant Features and Benefits

- **Death** – £10,000.
- **Loss of Limb** – £25,000.
- **Loss of Sight** – £25,000.
- **Permanent Total Disablement** – £25,000.

Significant Exclusions and Limitations

- **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 nursery.**
- **Death or any injury caused by:**
 - hazardous sports and pastimes which are specifically excluded in the policy
 - the influence of drugs or liquor
 - any communicable disease.

Personal Accident for Officials

This section compensates you for nursery officials in the event of death or bodily injury caused by an accident whilst engaged in nursery activities.

Significant Features and Benefits

- **Death** – £25,000.
- **Loss of Limb** – £25,000.
- **Loss of Sight** – £25,000.
- **Permanent Total Disablement** – £25,000.
- **Temporary Total Disablement** – £250 per week.
- **Medical Expenses** – £250 per week.

Significant Exclusions and Limitations

- **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 nursery.**
- **Death or any injury caused by:**
 - hazardous sports and pastimes which are specifically excluded in the policy
 - pregnancy or childbirth
 - the influence of drugs or liquor
 - any communicable disease.
- **Any medical, surgical or other remedial attention, treatment or appliances unless given or prescribed by a qualified medical or dental practitioner.**

Money

This section covers loss of business money whilst at the premises and in transit anywhere in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Significant Features and Benefits

- **Loss of Non-Negotiable Money (such as crossed cheques and credit and debit card sales vouchers)** – £250,000.
- **Cash, and other forms of negotiable money:**
 - in transit in the personal custody of any official or in a bank night safe – £5,000
 - on the premises during business hours – £5,000
 - 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) – £500
 - in the home of any official – £500.
- **Safes** – covers the cost of repair or replacement following theft or attempted theft of safes, franking machines or money carrying equipment up to £5,000.
- **Credit Card** – 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 £5,000.

- **Personal Assault** – covers nursery officials aged between 16 and 75 years for bodily injury following a robbery or hold up. Limits of cover are:
 - **Death** – £25,000
 - **Loss of Limb** – £25,000
 - **Loss of Sight** – £25,000
 - **Permanent Total Disablement** – £25,000
 - **Temporary Total disablement** – £250 per week
 - **Personal Effects** – £250 per nursery official.

Significant Exclusions and Limitations

- **Any loss from an unattended vehicle.**
- **Clerical or accounting errors or shortages due to errors or omissions.**
- **Any loss due to fraud or dishonesty by a nursery official unless it is discovered within seven working days of its occurrence.**
- **Loss of fraudulent use of bank charge credit debit or cash cards must be reported to the issuing company immediately and to the police within 24 hours of discovery.**
- **Money in transit in excess of £2,500 must be accompanied by at least two nursery officials.**



Officials' Personal Money

This section covers loss of negotiable money belonging to nursery officials at the premises during business hours up to £300 per nursery official.

Significant Exclusions and Limitations

- Clerical or accounting errors or shortages due to errors or omissions.
- Any loss due to fraud or dishonesty by any nursery official.

Employee Dishonesty

This section will cover you in respect of direct losses caused by an act of fraud or dishonesty committed by an employee.

Significant Features and Benefits

- **Maximum Amount Payable** – £25,000.
- **Auditors Fees** – cover for auditor's fees incurred with the insurers' consent, solely to substantiate a claim under this section.

Significant Exclusions and Limitations

- **Losses as a result of:**
 - inventory compilations, profit and loss compilations and unexplained shortages
 - malicious damage including computer virus, worms, trojan horses and the like.
- **Any amount which is covered by the Money section of this policy.**
- **Minimum standards of control conditions apply.**
- **An excess of £500.**

Crisis Containment

This section covers reasonable costs in employing a public relations or marketing firm to help mitigate the risk of damage to your reputation following injury to any person or damage to material property, alleged abuse by any of your employees or a child leaving the childcare business unaccompanied.

Significant Features and Benefits

- **Maximum Amount Payable** – £25,000.

Significant Exclusions and Limitations

- **Any incident that effects your industry, any government regulations which effects another country or your industry socioeconomic or business trends which effect your business.**



Buildings (optional)

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

Significant Features and Benefits

- **Theft of Fixed Fabric of the Building** – theft of the fixed fabric of the building (e.g. roofing materials), including CCTV equipment and security lighting, up to £50,000 or 20% of the buildings sum insured, whichever is the lower.
- **Contract Works** – cover extends to include damage to contract works up to £100,000.
- **Additional Costs of Construction – Energy Efficiency** – covers the additional costs of reinstatement following damage arising solely from the necessity to comply with the EC Directive on energy performance on buildings 2002/91, up to £100,000 or 10% of the buildings sum insured whichever is the lower.

- **Additional Statutory Costs** – reasonable and necessary additional costs involved in complying with statutory regulations or local authority requirements following damage to the buildings, up to £500,000 or 20% of the buildings sum insured whichever is the lower.

Significant Exclusions and Limitations

- **Buildings that are unoccupied unless agreed by us.**
- **Damage to moveable property in the open, fences and gates, vegetation, lawns and shrubs caused by wind, rain, hail, sleet, snow, flood, dust, falling trees, subsidence, ground heave or landslip.**
- **Loss insured by the Contents section.**
- **The following excesses apply:**
 - £250 in respect of accidental damage to sanitary ware, underground pipes and cables
 - £2,500 in respect of subsidence, ground heave or landslip
 - £150 in respect of any other claim.

Terrorism (optional)

This section provides cover for acts of terrorism 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.



Cyber (optional)

This section offers three levels of cover for you to select:

Option 1

- Cyber Liability
- Data-Breach Expense

Option 2

- Cyber Liability
- Data-Breach Expense
- Computer System Damage, Data, Extra Cost and Business Income

Option 3

- Cyber Liability
- Data-Breach Expense
- Computer System Damage, Data, Extra Cost and Business Income
- Cyber Crime

Significant Features and Benefits

- **Various Limits Available** – ranging from £25,000 to £100,000.
- **Cyber Liability** – damages and defence costs for claims as a result of data breach, failure to prevent transmission of viruses to third parties, loss of reputation or breach of intellectual property rights as a result of content processed or distributed by your computer system or online marketing material.
- **Data-Breach Expenses** – following a data breach, you will be covered for the cost of professional legal and forensic IT services to investigate, the cost of informing relevant parties, the provision of support services, and PR and Crisis Management expenses.
- **Computer System Damage, Data, Extra Cost and Business Income:**
Following an insured cyber event, you will be covered for:
 - costs of investigating and reconfiguring your or your service providers' computer system and restoring and recreating data
 - extra costs to prevent or reduce your computer system function disruptions
 - your loss of net income and continuing operating expenses during the period of disruption up to a maximum of 12 months.
- **Cyber Crime** – any financial loss as a result of data fraud to your or your service providers' computer system which would not be recoverable from another party.

Your liability to your telephone service provider following hacking into your computer system.

Following threat of computer virus, hacking or denial of service attack against you, or a threat to release, publish, corrupt or alter data, we will cover costs for employing specialist support to verify that the threat is genuine and help you respond (subject to you reporting the threat to the police).

The following cover extensions also apply:

- **Accountant's Fees** – additional accountant's fees incurred.
- **Avoiding Corruption** – if agreed in writing, costs of locating and removal of a computer virus from your computer system which has not yet caused damage. Consultants costs to prevent a computer virus or hacking attack to your computer system.
- **Fines and Penalties** – your legal requirement to pay fines and penalties following you not keeping to your data privacy obligations (if insurable by law).
- **Investigation Costs** – for possible repair, replacement or restoration where a claim has been accepted.
- **Loss Prevention Measures** – prevent or minimise actual or expected damage or future losses.
- **Security Audit** – consultant's costs following a data-breach claim caused by security weaknesses in your computer system.
- **Temporary and Fast-Tracked Repair** – repair, replacement or restoration where a claim for damage has been accepted.

The maximum amount payable for each Extension for all claims in any one period of insurance is:

- **Option 1** – £5,000.
- **Option 2** – £10,000.
- **Option 3** – £15,000.

Significant Exclusions and Limitations

- **You must back up original data at least every 7 days and data must be stored safely.**
- **Where available your computer system must be protected by a virus-protection software package which is licensed to you, paid for and not freely available and updated at least every 7 days.**

- **Your hardware must be maintained, inspected and tested as recommended by the manufacturer and records kept.**
- **You must keep a record of all maintenance and data backup procedures and maintenance carried out.**
- **You must not use hardware after damage unless agreed by insurers.**
- **Appropriate procedures must be in place for disposing of and destroying hardware and hard copy files in order to protect data.**
- **The following exclusions apply:**
 - any claim brought against you by Associated Companies or other insured parties
 - financial loss resulting from actual or alleged fraudulent use of credit card or debit card
 - defamatory or disparaging statements or publications made deliberately or recklessly if it could result in a claim against you
 - you failing to keep to any obligation you have to your employees or directors after your data privacy obligations have not been met
 - any mistakes in financial statements or representations concerning your business
 - you actually or allegedly breaking any taxation, restraint

- of trade, competition or anti-trust law or regulation
- patent Infringement
- the cost of correcting any failings in procedures, systems or security
- loss of business income from a deliberate act or decision of a utility supplier
- loss of business income or extra costs arising during the time excess
- circumstances before your cover started
- confiscation by any government, public or police authority
- any extortion, blackmail or ransom payments or demands (other than as provided under Cyber Crime)
- any fines and penalties (other than as provided under the extension - fines and penalties)
- Intentional acts or failure to act by you or your directors and officers
- the cost of normal computer system maintenance
- atmospheric or environmental conditions causing temporary interference with any satellite signal
- terrorism
- your commercial decision to stop trading
- external network failure
- an excess of £500.

Trustees' and Officers' Financial Liability (optional)

This section protects the trustees or officers of unincorporated charities or unincorporated associations against financial losses they may be held individually liable for, such as in the event of the charity or association going insolvent through any cause outside their control.

You are only eligible for this optional cover if you are an unincorporated charity or unincorporated association.

Significant Features and Benefits

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

Significant Exclusions and Limitations

- **You must notify us of any possible claim within 30 days of your nursery ceasing to trade.**
- **Shortfall resulting from dishonoured cheques, use of counterfeit money, clerical/accounting errors or shortages due to error or omission.**
- **Fraud, embezzlement, misappropriation or other criminal act of any trustee or officer.**
- **Losses arising from the closure of the nursery within the first six months from inception date.**
- **The first £25 or 5% of each claim, whichever is the greater.**

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 where you are held legally liable. 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 nurseries 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. Some recent examples have been where an employee was injured following a cupboard falling off the wall, and where an employee was injured following a fall from a ladder.

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 negligent and legally liable. 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 nursery official or child in an accident, irrespective of who may have been at fault.

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 negligent and legally liable. Professional Indemnity insurance is concerned with errors or omissions you or your staff may inadvertently make in the course of your duties causing financial loss. 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 is the difference between Directors' and Officers' and Professional Indemnity cover?

Traditional Professional Indemnity (PI) insurance can cover you if you face claims from clients alleging poor or negligent advice for work you have done for them. Directors' and Officers' Liability insurance provides cover to executives within the company if they face investigation or litigation for an actual or alleged wrongful act whilst running the company. These allegations can come from a broad range of potential claimants, which even if unfounded, can be expensive to defend.

What are tenant's improvements?

Even if you do not own the premises you occupy, you may still 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.

Are voluntary workers covered under Public Liability and Employers' Liability Sections?

Regular voluntary workers are regarded as employees for the purposes of the Public Liability and Employers' Liability insurances.

What activities are included?

The **NurseryCare** policy covers you for standard nursery activities for children aged 0-12 years of age. These include forest schools, animal handling, swimming, bouncy castles, trampolines, fund raising events and supervised outings. There are conditions attaching to certain activities and some activities are excluded. To see full details of the conditions that apply and the activities that are excluded please refer to the Public and Products Liability section of the **NurseryCare** policy document.

You must tell Morton Michel if you undertake any activities which are excluded by 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 your nursery premises, then you will be covered 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.

What age of children does this policy cover?

0 – 12 years. If you look after children older than 12 please contact Morton Michel.

Are there any restrictions to operating times?

If you are operating overnight or 24 hour care, then you must refer to Morton Michel for a quotation.

Am I covered for matters relating to TUPE?

Yes, this is provided under the Legal Expenses section – Employment.

Are we covered for Debt Recovery?

Yes, we suggest you follow the debt recovery process via the ARAG website www.araglegal.co.uk first. However, if you are unsuccessful in recovering the money then ARAG can consider a formal claim.

Are we able to download legal documents?

Yes, with ARAG plc, you can download an array of documents to help you with commercial legal matters. Please refer to your policy wording for your voucher code.

Are we covered for giving medication?

Yes, whenever medication is administered or supplementary health support procedures are provided to children in your care, you must comply with all relevant requirements of any government statutory or licensing authority.

Am I covered for employees that carry out maintenance work?

Yes, if they are employed by the nursery they are covered under the Employers' and Public Liability sections of the policy, whilst carrying out maintenance work to your nursery premises.

Does the policy cover children with special needs?

Yes, the policy covers children with special needs attending the nursery subject to you complying with your registering authorities requirements.

Are we covered for using a bouncy castle?

Yes, your legal liability is covered in respect of bouncy castles used by you for the children attending your nursery (or other children in their family), providing you adhere to the conditions stated in the policy. You are not automatically covered if you hire out the bouncy castle to anyone else, or for use 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).

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 nursery 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.

Does the Contents Section include cover for sheds and contents of sheds?

Yes, within certain limits, please refer to the policy document for details. If the limits are insufficient please call us.

Can I take the policy out online and renew online?

Of course. When we quote, we will provide a link for you to renew or take the policy out online. This is by far the best way of arranging the cover, since you will immediately receive all your documents back by email. Of course, if you prefer to post us the form and payment then we are more than happy to deal with the insurance in the traditional way!

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 £40,000, then this is the value you must insure for.

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 £40,000 but you have chosen to insure for only £20,000, in the event that you claim for £5,000 of damage to your Contents, you would receive only £2,500.

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 and brokers are required by their regulator, the Financial Conduct Authority 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 title and trading name", as requested on the proposal form?

It is important that the name on your insurance policy accurately reflects your full legal title and trading name. 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.

How do I contact Morton Michel?

You can contact us in the following ways:

By email: **sales@mortonmichel.com**

By phone: **020 3824 8478**

By post: **Morton Michel, Alhambra House, 9 St Michaels Rd, Croydon CR9 3DD**

Due to data protection law, it is important that you provide us with the names of your contacts who are authorised to deal with the insurance on your behalf.



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:

- | | |
|--|---|
| ■ ASSA ABLOY – www.assaabloy.co.uk | ■ Union – www.uniononline.co.uk |
| ■ ERA Products – www.era-security.com | ■ Yale – www.yalelock.com |
| ■ Ingersoll Security – www.ingersolllocks.co.uk | ■ 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 **NurseryCare** 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. Choice of Law

The parties to an insurance contract are free to choose the law that will apply. Unless we agree in writing with you otherwise, this insurance shall be subject to the law applying in the part of the United Kingdom, Channel Islands or Isle of Man where you have your principal place of business. If there is any dispute, the law of England and Wales will apply.

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 **NurseryCare** 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 **NurseryCare** 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 **020 8603 0944** 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 **020 8603 0944**.

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 **020 7327 5693** or email them at **complaints@lloyds.com**. Website **www.lloyds.com/complaints**.

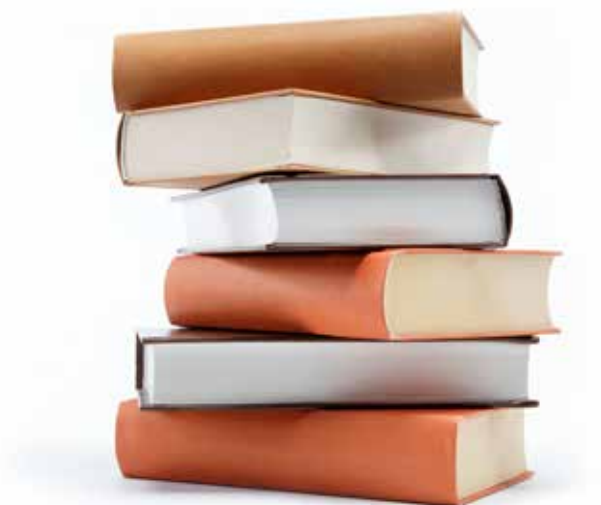
Using these services does not affect your right to take legal action.

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 any complaint arising under this policy to the Financial Ombudsman Service at Exchange Tower, 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

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Arranged by **Morton Michel**

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