# **Pre***School*

# **Insurance for Preschools and Playgroups**

# **Summary and Guide**



www.mortonmichel.com

# PreSchool



### PreSchool

Pre*School* insurance was originally introduced in 1964 to meet the needs of the growing Playgroup movement. It is a specialist insurance policy, designed specifically to meet the needs of small pre-schools and playgroups and gives you wide cover at a competitive cost. A pioneer in its field, it is now used extensively throughout the UK by pre-schools, playgroups, nurseries, Montessori schools, crèches and kindergartens.

This Summary and Guide is a plainly written, detailed summary of the Pre*School* policy. It clearly states what is and isn't covered so that you know what you will be covered for before you even purchase the policy. If you would prefer, we will send you a full policy wording at your request.



# PreSchool - the Cover

The PreSchool policy automatically covers all the essentials at a very reasonable cost.

The PreSchool policy will provide the following covers as standard:

- Public, Products and Employers' Liability
- Group Contents
- Personal Accident for Staff and Children
- Loss of Revenue including replacement wages following suspension of staff by Ofsted
- Professional Indemnity
- Legal Expenses
- Group Money
- Personal Effects and Personal Money
- Glass

- Unspecified All Risks
- **ROBUST** *f*ree Business Continuity Planning Software
- Helplines available (24 hours a day, 365 days of the year) providing advice and support for Legal matters, Tax advice and Confidential counselling

You can also add Buildings, Trustees' and Officers' Financial Liability and Terrorism cover as optional sections at very competitive premiums. Your schedule will show if you have selected them.

# PreSchool Insurance Online

The quickest way to apply for a PreSchool policy is online at **www.mortonmichel.com**/ **preschool.** Providing there are no queries about your application, 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. If we do have queries about your application, we will contact you immediately and, if we can resolve them, you will be able to go back online and take out the insurance there and then. 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 Pre*School* staff, then we are just a call away on **020 8603 0941** or you can email us **preschool@mortonmichel.com.** 

# Morton Michel – the childcare insurance specialists

Founded in 1964 specifically to insure playgroups, Morton Michel has expanded over the past 50 years to provide insurance policies for the full range of childcare professionals, from individual childminders to large chains of day nurseries and everything in between. Quick and accurate quotations, speed and efficiency in getting the policy out to you, a rapid response to claims – these have been the hallmarks of our service since the very beginning and we believe it is second to none.





# The Morton Michel ChildCare Club – *Exclusive benefits for policyholders*

Insure your group with Morton Michel to receive a huge range of fantastic extra benefits for you and your staff.

- **FREE** Early Years training with access to over 40 RoSPA-accredited, CPD-certified online courses.
- **FREE** downloads and resources including a range of business forms, educational posters and arts and crafts ideas.
- Amazing discounts on days out to the UK's top theme parks and attractions including LEGOLAND® Windsor Resort, Chessington World of Adventures Resort, SEA LIFE Centres and more.
- FREE nutrition training courses from Grub4Life.
- Exclusive discounts on paediatric first aid training.
- Discounted Kids Pass with access to great deals at thousands of attractions, restaurants and cinemas across the UK.
- 10% discount on Haven holidays.
- Monthly childcare industry e-newsletter.

# Visit

# www.mortonmichel.com/ childcareclub

for further information on these exciting benefits.

# PreSchool – Policy Summary

The key features for each section of the policy are as follows (please refer to the policy wording for full details):

# Public and Products Liability Significant Features and Benefits

Legal liability for injuries to children and the public and damage to their property - covers damages for which you are legally liable to pay in respect of accidental bodily injury to any person, accidental loss or damage to material property or accidental obstruction, trespass or nuisance arising from the ownership of the premises or in the course of the business or caused by your products.

**Maximum amount payable** –  $\pm$ 5,000,000 in respect of any one claim against you or series of claims against you arising out of one cause and  $\pm$ 5,000,000 in the aggregate in any one period of insurance caused by products anywhere in the world.

**Territorial Limits** - Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and elsewhere in the world if performing clerical work.

Group activities – provides cover for

- (a) organised and supervised group outings and trips away for a maximum of 3 days (extensions can be arranged).
- (b) fund raising events of a non-sporting nature involving group officials, child members and their families (other events and circumstances should be advised to Morton Michel for consideration).
- (c) bouncy castles used by the group for the children attending the group (or other children in their family) in accordance with policy conditions.
- (d) use of trampolines in accordance with policy conditions.

# Administration of drugs, medicines, health support procedures and first aid – provides cover for

- (a) incorrectly administered first aid treatment.
- (b) administration of drugs and medicines in accordance with policy conditions.
- (c) administration/provision of oxygen, gastro feeding, naso-gastric tube feeding, cleaning and changing of feeding and tracheostomy/tracheotomy tubes and emptying/changing stoma bags in accordance with policy conditions.

**Vicarious liability** – covers your legal liability for the actions of employees without your knowledge or consent (e.g. abuse).

**Children with special needs** – covers your legal liability for injuries sustained by or caused by children with special needs.

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

**Corporate manslaughter** – provides cover for legal costs and expenses incurred with our consent and prosecution costs awarded against you in the

- inflatable play equipment other than bouncy castles used by the group for the children attending the group or other children in their family
- treatment (other than first aid treatment, the administration of drugs/medicines in accordance with policy conditions and the administration/ provision of oxygen, gastro feeding, naso-gastric tube feeding, cleaning and changing of feeding and tracheostomy/tracheotomy tubes and emptying/changing stoma bags in accordance with policy conditions)
- use or ownership of Velcro wall, "bar fly" or similar equipment
- use of aerial runways, scrambling nets, tree walks and other structures which have been constructed from materials not originally intended for play or recreational use, eg: telegraph poles, tyres and drainage pipes unless advised to and agreed in writing by Morton Michel
- any activities not advised to and agreed in writing by Morton Michel
- any diagnosis, therapy or medical advice given or performed
- cycling on public roads
- bodily injury to any employee
- loss or destruction of or damage to property or bodily injury sustained by any person arising from the ownership, possession or use of:
  - a) any lift, elevator, hoist, crane, steam boiler for which a statutory inspection certificate is required but which is not in force
  - b) any mechanically propelled vehicle or plant or trailer other than as insured under the Contingent Motor Liability of this section
- c) any animal, unless advised to and agreed in writing by Morton Michel
- loss or destruction of or damage to property owned by or leased, hired or rented to you other than as described under Significant Feature "Premises leased, hired, rented or in custody or control"
- property belonging to you or held in your care, custody or control
- legal liability under a contract unless liability would have attached in the absence of such contract
- liability arising from or caused by
- a) the provision of advice or any plan, design, formula or specification given separately for a fee or for which a fee is normally charged
- b) the making up, sale or supply of any drug or medical preparation, syringes, dressings or medical supplies or equipment of any kind whatsoever

defence of criminal proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 as a result of a fatality.

**Contingent motor liability\*** – provides cover for the group if a motor accident occurs in connection with group business, for which the group is legally responsible and the car owner does not have the necessary cover in place; the group must take all reasonable precautions to ensure that any vehicle used has the appropriate motor insurance.

**Compensation for court attendance** – provides cover up to £100 per day for the costs of attendance at court to help defend or act as a witness in connection with any claim.

**Indemnity to other persons** – we will pay other persons at your request, for amounts such persons become legally liable to pay, provided you would have been entitled to payment under the policy, if the claim had been made against you.

**Cross liabilities** - where there is more than one person named as the Insured, the cover will apply separately but will not exceed the maximum amount payable.

**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").

**Defective Premises Act 1972** – provides cover for defects in business premises or land which have been disposed of by you.

**Health and Safety at Work etc. Act 1974** – provides cover for the defence of any criminal proceedings brought in respect of a breach of the Health and Safety at Work etc. Act 1974.

**Consumer Protection and Food Safety Acts** – Legal Defence Costs – provides cover for the cost of defence of criminal proceedings following a breach of the Consumer Protection Act 1987 and the Food Safety Act 1990.

**Overseas personal liability** – provides cover for temporary visits to any other country made in connection with the business.

- c) professional neglect, errors, omissions in treatment, medication, advice, certification or other services by you
- loss or destruction of or damage to products or the cost of making good or recalling such products nor the cost of rectifying defective work
- loss or destruction of or damage to property which you or any of your employees have been working on
- fines, penalties or liquidated, punitive or exemplary damages
- any liability arising directly or indirectly out of exposure to inhalation of, or fears of the consequences of exposure to, or inhalation of asbestos, and the cost of cleaning up, or removal of or damage to property or any product arising out of any asbestos or asbestos fibres
- pollution or contamination unless caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place.



<sup>\*</sup>This does not replace or include ordinary motor insurance and it does not cover the motor vehicle or its contents. 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 020 8603 0940

# Professional Indemnity

# **Significant Features and Benefits**

**Breach of professional duty** - covers damages for which you are legally liable to pay in respect of claims made in respect of legal liability arising out of any breach of professional duty as a direct result of any unintentional, negligent act, error or omission in respect of advice given and services performed by you in connection with the business.

**Maximum amount payable** – up to the indemnity limit stated in the schedule for each claim made during the policy period, unlimited in number. The indemnity limit will be £25,000 or as selected by you, up to a maximum of £500,000.

**Defence costs** - costs incurred, with our prior written consent, in defending a claim.

**Indemnity to Employees, Former Employees and**/ **or Consultants** - your employees or former employees are indemnified for any claim first made against them and notified to us during the period of insurance which arises out of the exercise and conduct of the business.

**Defamation, Libel and Slander** - indemnity for any claim first made against you and notified to us during the period of insurance in direct consequence of any defamation, libel or slander by you which arises out of the exercise and conduct of the business.



- claims made upon you prior to inception
- any loss resulting from circumstances or an occurrence which is known to you at inception
- claims made by entities in which you have a controlling interest or which have a controlling interest in you
- claims or circumstances that should have been reported to a previous policy
- treatment (other than first aid treatment, the administration of drugs/medicines in accordance with policy conditions and the administration/ provision of oxygen, gastro feeding, naso-gastric tube feeding, cleaning and changing of feeding and tracheostomy/tracheotomy tubes and emptying/changing stoma bags in accordance with policy conditions)
- claims caused by or contributed to by any dishonest, fraudulent, criminal or malicious act or omission by you
- fraud, dishonesty or criminal act of directors or partners
- bodily injury or property damage
- activities not advised to and agreed in writing by Morton Michel
- liability arising out of employment
- directors' and officers' liability
- pension trustee liability
- liability arising out of your insolvency, bankruptcy, a take-over of your business or a merger involving your business
- claims arising out of your contractual liability
- liquidated damages assumed under an agreement
- alleged infringement of Copyright, Patents, Registered Designs, Trade Marks or Passing-off
- supply of goods
- libel or slander arising out of publication made in any journal, magazine or newspaper or by means of radio and/or television
- ownership, possession or use by or on behalf of you of any aircraft, watercraft, hovercraft, motor vehicle or trailer or any buildings, structures, premises or land
- fines, penalties, punitive, multiple or exemplary damages.

# **Employers' Liability**

### **Significant Features and Benefits**

**Legal liability for injuries to employees** - covers damages for which you are legally liable to pay in respect of accidental bodily injury to your employees.

**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.

Territorial Limits - Worldwide.

**Compensation for court attendance** – provides cover up to £100 per person per day for the costs of attendance at court to help defend or act as a witness in connection with any claim.

**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.

**Cross liabilities** - Where there is more than one person named as the Insured, the cover will apply separately but will not exceed the maximum amount payable.

**Health and Safety at Work etc. Act 1974** – provides cover for the defence of any criminal proceedings brought in respect of a breach of the Health and Safety at Work etc. Act 1974.

**Indemnity to other persons** – we will pay other persons at your request, for amounts such persons 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.

- injury to any employee where motor insurance is required by any road traffic legislation
- working on any offshore installation or whilst in transit to or from any offshore installation
- cover for acts caused by Terrorism is limited to £5,000,000
- damages where action is brought in a Court of Law outside a member state of the European Union.



# **Group Contents**

### **Significant Features and Benefits**

**Loss or damage to group contents** - all risks cover on your group contents at the premises.

**External play equipment** – fixed outside play and other equipment is covered (theft subject to forcible and violent entry to or exit from the perimeter fencing or gates) up to £2,500.

**Sheds** – the structure and contents of timber, plastic and metal sheds are included up to:

- (i) £1,500 in total for the structure of timber or plastic sheds;
- (ii) £2,500 in total for the structure of metal sheds;
- (iii) £2,500 in total for the structure of all timber, plastic or metal sheds at the premises;
- (iv) £1,500 for the total contents of timber and plastic sheds;
- (v) £2,500 for the total contents of metal sheds;
- (vi) £2,500 for the total contents of all timber, plastic or metal sheds at the premises(any other construction or values should be referred to Morton Michel for consideration).

**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, the sum insured on group contents is automatically increased by 10%, up to a maximum of  $\pounds_{1,000}$ .

**Exhibitions** – covers property whilst at exhibitions including transit anywhere within Europe up to £500.

**Temporary removal** - temporary removal of contents, deeds, documents, computer system records within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands up to 10% of the respective sums insured.

**Documents stored away from the premises** – the cost of damage to documents and computer system records stored in the home of any Group official or in a selfcontained unit in a storage facility anywhere in the UK, up to £500.

**Signs** – damage to signs (other than glass) that are fixed to the buildings of the premises are included up to  $\pounds 250$ .

**Debris removal costs** – the cost of removing debris or dismantling or demolishing group contents following damage covered by this section is automatically included.

**Theft damage to the premises** – covers damage to the buildings not owned by you or insured by this policy resulting from theft or attempted theft up to £10,000.

**Theft of keys** - covers the cost of replacing locks and keys following their theft up to £1,000.

Loss of metered gas and water - covers gas and water charges incurred as a consequence of damage up to  $\pounds 2,500$ .

- theft unless involving forcible and violent entry to or exit from a building or involving assault or violence or threat to you or any of your employees (other than in respect of external CCTV equipment, security lighting and fixed outside equipment as specifically described)
- loss, destruction or damage occurring outside business hours unless the group contents are stored in a locked hall, room or cupboard at the premises
- theft or attempted theft occurring outside business hours to any till or cash register unless its drawer has been left in an open position
- loss, destruction or damage caused by other authorised users of the premises
- use of any article contrary to manufacturers' instructions
- wear, tear or depreciation or diminution in value
- property insured at any premises that are unoccupied unless agreed by us
- theft or attempted theft or malicious damage to property in a garden, yard, open space or any open fronted or open sided building (other than in respect of external CCTV equipment, security lighting and fixed outside equipment as specifically described)
- moveable property in the open, signs, fences, gates, vegetation, lawns and shrubs in respect of damage caused by wind, rain, hail, sleet, snow, flood, dust or falling trees
- breakage of or damage to glass or lettering or designs on glass
- storm, flood, leakage of oil or water to property stored in any outbuilding or basement following bursting or overflowing of oil or water tanks, apparatus or pipes or from any automatic sprinkler installation unless such property is raised at least 100mm above the ground floor level of the outbuilding or the floor level of the basement
- subsidence, ground heave or landslip
- collapse or cracking of buildings
- changes in the water table level (i.e. the level below which the ground is saturated with water)
- falling trees caused by felling or lopping
- terrorism
- the first £100 of each claim in respect of accidental damage to sanitary ware, underground pipes and cables and the structure or contents of sheds after the application of the underinsurance condition
- the first £50 of any other claim after the application of the underinsurance condition.

**Trace and access** - covers the cost of locating the source of escaped water or oil from any fixed installation and making good of damage up to £1,000.

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 £1,000.

**Drains, sewers and gutters** – covers the costs and expenses necessarily incurred with our consent for cleaning and clearing of drains, sewers and gutters following damage to property insured up to £1,000.

Sanitary ware and underground service pipes or cables - accidental damage to sanitary ware, underground pipes or cables up to £1,000.

Landscaping costs - covers the cost, up to £500 of reinstating damage to the landscaped gardens and grounds back to their original appearance following damage at the premises.

Groundsmens' machines – provides cover for groundsmen's machines and equipment in the gardens up to £500.

**Fire brigade charges –** covers the costs charged by any Public Authority relating to the extinguishing or fighting of fire up to £1,000.

Protection equipment expenses - covers the cost of refilling fire extinguishing equipment and smoke cloaks following damage.

Continuing interest and hire charges – covers continuing interest or hire charges you are liable for under contract not recoverable under the terms of a lease or similar agreement following damage at the premises up to £1,000.

Additional statutory costs - additional costs incurred in order to comply with statutory regulations or local authority requirements following damage to the group contents.







# All Risks

# **Significant Features and Benefits**

We will pay for damage to unspecified group contents whilst anywhere in the UK, up to  $\pm 500$ .

**Specified items extension** – this section can be extended to apply to specified items, please provide Morton Michel with full details.



- storm or flood unless the property is contained in an enclosed vehicle or in a building
- theft or attempted theft from any unattended vehicle
- breakage of brittle articles unless forming part of photographic equipment
- wear, tear or depreciation or diminution in value
- inherent vice, latent defect, defective design, plan or specification or the use of faulty materials
- faulty or defective workmanship, operational error or omission
- marring, scratching, denting, mechanical or electrical defect, failure, breakdown or derangement
- atmospheric or climatic conditions, dry or wet rot, fungus, rust, woodworm, moths, insects, pests or any gradually operating cause
- use of any article contrary to manufacturers' instructions
- any process involving heating, drying, cleaning, dyeing, staining, repairing, restoring, renovating, fitting, installation, testing, commissioning, alteration or maintenance
- change in temperature, colour, flavour, texture or finish
- the first £100 of each claim.





### **Group Money**

### **Significant Features and Benefits**

**Loss of money** - we will cover loss of non negotiable money up to £25,000 and cash and other negotiable money:

- in transit or in a bank night safe, up to £1,000
- on premises during business hours, up to £1,000
- on premises out of business hours in a locked safe approved by Morton Michel, up to £1,000
- on premises out of business hours not in a locked safe, up to £100
- at your home or the home of any other authorised Group official, up to £500.

**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.

**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  $\pounds_{1,000}$ .

**Personal Assault** – covers Group officials 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
- Temporary total disablement
- Personal Effects



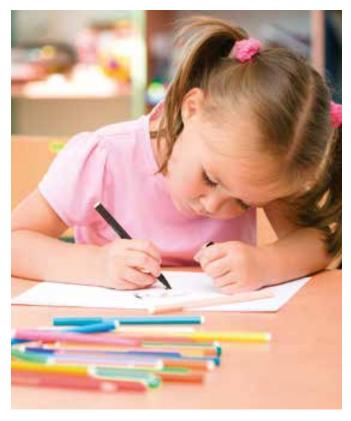
### **Significant Exclusions and Limitations**

- clerical or accounting errors or shortages due to error or omission
- any loss due to the fraud or dishonesty of any Group official unless the loss is discovered within seven working days of its occurrence
- loss caused by dishonoured cheques or by the use of counterfeit money
- loss from any unattended vehicle
- loss from any coin-operated vending, gaming or amusement machine or payphone unless specially agreed as insured and stated in the schedule
- damage caused by theft or attempted theft occurring outside business hours to any till or cash register unless its drawer has been left in an open position

#### **Condition precedent to liability**

- whenever money on premises during business hours exceeds £500, it must be kept in a locked safe, locked desk or locked filing cabinet
- cover for bodily injury under the Personal Assault section where the injured party was under the influence of or being affected by intoxicating liquor or drugs except any drugs taken in accordance with proper medical prescription.





# Group Officials' Personal Money Significant Features and Benefits

We will cover loss of negotiable money belonging to Group officials occurring at the premises during business hours, up to £200 any one Group official.

# Group Officials' Personal Effects Significant Features and Benefits

We will cover damage to the personal clothing or effects of any Group official caused by any accident or misfortune occurring on the premises during a Group session, up to  $\pounds$ 300 any one Group official.

# Group Children's Personal Effects Significant Features and Benefits

We will cover damage to the personal clothing or effects of any child attending the Group caused by any accident or misfortune occurring on the premises during a Group session, up to £100 any one child.

# **Significant Exclusions and Limitations**

- any loss due to the fraud or dishonesty of the Group official
- clerical or accounting errors or shortages due to error or omission
- loss caused by dishonoured cheques or by the use of counterfeit money
- any amount recoverable from any other policy of insurance.

# **Significant Exclusions and Limitations**

- · property more specifically insured
- wear, tear or depreciation or diminuition in value
- inherent vice, latent defect, faulty workmanship, defective design, plan or specification or the use of faulty materials
- atmospheric or climatic conditions or any other gradually operating cause, rot, fungus, corrosion, woodworm, moths, insects, vermin or pests
- any process involving heating, drying, cleaning, dyeing, staining, repairing, restoring, renovating, fitting, alteration or maintenance of any property
- use of any article contrary to manufacturers' instructions
- the first £10 of each claim.

- property more specifically insured
- · wear, tear or depreciation or diminuition in value
- inherent vice, latent defect, faulty workmanship, defective design, plan or specification or the use of faulty materials
- atmospheric or climatic conditions or any other gradually operating cause, rot, fungus, corrosion, woodworm, moths, insects, vermin or pests
- any process involving heating, drying, cleaning, dyeing, staining, repairing, restoring, renovating, fitting, alteration or maintenance of any property
- use of any article contrary to manufacturers' instructions
- the first £10 of each claim.

### **Personal Accident for Children** at the Group **Significant Features and Benefits**

We will compensate you for children attending the group should they sustain accidental bodily injury, loss of limb, loss of sight or permanent total disablement:

• [	Death	£10,000
• L	oss of limb	£20,000
• L	oss of sight	£20,000
• F	Permanent total disablement	£20,000

# Personal Accident for **Group Officials**

# **Significant Features and Benefits**

We will compensate you for Group officials aged between 16 and 75 should they sustain accidental bodily injury, loss of limb, loss of sight, permanent total disablement or temporary total disablement:

- Death
- £20,000 • Loss of limb £20,000 · Loss of sight £20,000
- Permanent total disablement
- Temporary total disablement
- £20,000
- £100 per week

# **Significant Exclusions and Limitations**

- death, loss of limb, loss of sight or permanent total disablement caused by:
  - a) insanity, intentional self-injury, suicide or attempted suicide, participation in any criminal act or being under the influence of or being affected by intoxicating liquor or drugs
  - b) any hazardous sport, pursuit or pastime
  - c) pregnancy or childbirth
  - d) communicable disease.

- death, loss of limb, loss of sight, permanent total disablement or temporary total disablement caused bv:
  - a) insanity, intentional self-injury, suicide or attempted suicide, participation in any criminal act or being under the influence of or being affected by intoxicating liquor or drugs
- b) any hazardous sport, pursuit or pastime
- c) pregnancy or childbirth
- d) communicable disease
- e) deliberate exposure to exceptional danger (except in an attempt to save human life).





### **Loss of Revenue**

# **Significant Features and Benefits**

**Reduction in revenue following loss or damage** - loss resulting from interruption of or interference with the business in consequence of damage occurring at the premises and including:

**Prevention of access** – damage occurring to any property within 1 kilometre of the premises that prevents or hinders access, up to £10,000.

**Compulsory closure** – the compulsory closure by a public body after the discovery of a notifiable human infectious or contagious disease, foreign matter in food or drink provided at the premises, defective sanitation, the presence of vermin or pests or an occurrence of murder, manslaughter, suicide or rape at the premises, up to £10,000.

**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 Ofsted regulations (or the regulations of any other registering authority) 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, up to a maximum of £2,500.

**Public utilities** - damage at any electricity, gas, water or telecommunications service premises and failure of these services if for one hour or more, up to  $\pounds_{10,000}$ .

**Documents and computer system records stored away from the premises** - provides cover following damage to such property whilst stored in the home of any group official or whilst in a self-contained unit in a storage facility anywhere in UK, up to £10,000.

**Documents and computer system records temporary removal** - provides cover following damage to such property whilst temporarily removed anywhere in the UK, up to £10,000.

**Exhibition sites** - damage at any one trade fair or exhibition, up to £2,500.

**Contract sites** - damage at any contract site, up to  $\pounds$ 2,500.

**Book debts** – damage to your records of outstanding debit balances, up to £25,000.

**Professional accountants** – includes accountants charges incurred in connection with a claim.

- any interruption of or interference with the business in the absence of insured damage (other than compulsory closure and suspension of employees)
- terrorism.





### Glass

### **Significant Features and Benefits**

**Glass breakage** - we will cover damage to fixed glass at the premises, including cost of temporary boarding up pending replacement and the cost of repairing window and door frames.

**Fixed mirrors and glass** – breakage of fixed mirrors and fixed glass in showcases, counters and display cabinets at the premises.

**Signs** – breakage of or damage to neon and illuminated signs at the premises.

**Alarm foil** – damage to alarm foil caused by glass breakage, up to  $\pm$ 500.

**Maximum amount payable** £2,500 any one occurrence.

- glass which was broken or cracked before the insurance commenced
- superficial scratching, chipping or cracking
- breakage caused during installation or removal or whilst alterations or repairs are being carried out
- breakage of armoured, bent or other special glass or lettering or designs superimposed on glass
- the first £50 of each claim.



### **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.

# Summary table Significant Features & Benefits

The insurer will pay legal costs & expenses and employment compensation awards up to £100,000 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.

### **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.

- 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.

- 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.
- Pursuing an action other than an appeal.
- Legal costs to prepare for or represent you in internal grievance or disciplinary matters.

#### **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 Defence

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 & 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 licence 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. Money due to an employee under a contract of service.

The restrictive covenant must not

- extend further than is reasonably necessary to protect the business interests or
- contain restrictions in excess of 12 months.

# • 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.

Any claim where a contract exists between you and the other party.

A parking offence.

- Pursing an action other than an appeal.
- A Health and Safety Fee for Intervention.

#### 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 that arises from your business activity or
- 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 & 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.

### **Significant Features & Benefits**

#### Legal & 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.

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

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

### **Significant Exclusions or Limitations**

- 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.

#### Services are subject to fair and reasonable use.

- You have to pay the cost of this service.
- This service is available between 9am and 5pm on weekdays (except bank holidays).
- Documents are restricted to business law.
- Some documents only apply for England & Wales.
- Many documents are free while others attract a modest charge.
- Legal review services are subject to a fee.

### **Glassolutions Helpline**

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 phone us on 0333 003 338

# Buildings (Optional) Significant Features and Benefits

Loss or damage to buildings - all risks cover on the buildings of your group.

**Debris removal costs** – costs and expenses incurred in removing debris, dismantling or demolishing buildings following damage covered by this section.

**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  $\pounds_{500}$ .

**Trace and access** - covers the cost of locating the source of escaped water or oil from any fixed installation and making good of damage up to £500.

**Drains, sewers and gutters** – covers the costs and expenses necessarily incurred with our consent for cleaning and clearing of drains, sewers and gutters following damage to property insured up to £500.

Sanitary ware and underground service pipes or cables – accidental damage to sanitary ware, underground pipes or cables up to £1,000.

**Landscaping costs** - covers the cost, up to £500 of reinstating damage to the landscaped gardens and grounds back to their original appearance following damage to the buildings of your group.

**Fire brigade charges** – covers the costs charged by any Public Authority relating to the extinguishing or fighting of fire.

Additional statutory costs - additional costs incurred in order to comply with statutory regulations or local authority requirements following damage to the group building.

**Inflation Protection** – your sum insured is automatically index linked at renewal in accordance with the percentage changes to the appropriate indices.

### 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 https://robust.riscauthority.co.uk

- any loss insured by Section 3 Group Contents
- subsidence, ground heave or landslip
- buildings that are unoccupied unless agreed by us
- theft unless involving forcible and violent entry to or exit from a building or involving assault or violence or threat to you or any of your employees (other than in respect of external CCTV equipment, security lighting and fixed outside equipment as specifically described)
- changes in the water table level (i.e. the level below which the ground is saturated with water)
- falling trees caused by felling or lopping
- breakage of or damage to glass or lettering or designs superimposed on glass
- overhead electrical and telecommunication transmission and distribution lines, overhead transformers
- property and structures in course of demolition, construction or erection
- damage to fences, gates, vegetation, lawns and shrubs caused by wind, rain, hail, sleet snow, flood, dust or falling trees
- terrorism
- the first £200 of any each claim after the application of the underinsurance condition.



# **Terrorism (Optional)**

# **Significant Features and Benefits**

We will pay for Terrorism cover within Great Britain for Property Damage, Business Interruption and Book Debts where insured by your policy.

### Trustees' and Officers' Financial Liability (Optional)

### **Significant Features and Benefits**

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

Three levels of sum insured are available for all claims by all trustees and officers of your group -  $\pounds$ 5,000/ $\pounds$ 7,500/ $\pounds$ 10,000.

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

# **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.

- the first £25 or 5% of each claim, whichever is the greater
- 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.

# 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 his 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.

# 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 section provides 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 injuries for which compensation would be payable is stated on page 13 of this summary.

# 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.

# Does the policy cover us if we are charged under the Corporate Manslaughter Act 2008?

Yes.

#### What activities are included?

Only those activities included on the proposal form and agreed in writing by Morton Michel.

#### 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 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 register under the Childcare Act 2006 to take out the policy?

If your group is required to be registered under the terms of the Act, then you must obtain registration and adhere to its terms in order for the insurance to be valid. If your group is exempt from the Act, then you do not require registration to obtain the insurance cover. Please contact Ofsted or your registering authority to find out if you need to be registered.

# 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.

# 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.

#### 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 children with special needs)

#### Does the policy cover children with special needs?

Yes, the Pre*School* policy covers your legal liability to any child with special needs in your care arising out of the activities of your group and in respect of any injuries they may sustain as a result of defects at your premises, for which you are held to be responsible. It also covers your legal liability for the administration/ provision of oxygen, gastro feeding, naso-gastric tube feeding, cleaning and changing of feeding tubes or 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 your registering authority requirements and that appropriate supervision ratios apply.

#### Is the group covered if it moves to a new premises?

Provided that the consent of Ofsted or other registering authority has been obtained, and a supplementary questionnaire in relation to security at the new premises has been provided and accepted by Morton Michel, then both temporary and permanent changes of address will be covered. Please advise Morton Michel in writing of all changes of address prior to the move.

#### What opening hours does the policy cover?

The policy covers the group not only during their session times but also before and after sessions when equipment is being set out or cleared away.

#### 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.

#### What age of children does the policy cover?

It covers you for children of pre-school age, in accordance with your registration.

#### Does the policy cover older children?

The policy can be extended to cover school-age children for an additional premium. Please refer to Morton Michel with full details for a quotation.

# Does the policy cover out of school clubs and holiday play schemes?

No, but it can be extended specifically to cover these types of activities for an additional premium. Please refer to Morton Michel with full details for a quotation.

#### Does the policy cover parent and toddler groups?

If the parent and toddler group is controlled by the pre-school group, then it can be insured under the policy. If the parent and toddler group is financially independent of the pre-school group, then it will require its own cover. Please refer to Morton Michel if you are in any doubt.

# Are the children of staff members who join in the activities covered by the policy?

Yes, automatically (provided they are within the age range permitted by Ofsted or other registering authority). However, please note that children being cared for by childminders who are helping out will not be covered, as these children should be covered by the childminders' own insurance.

# What is covered by the Group Contents section of the policy?

Group contents is defined as your property or property for which you are responsible, used solely in connection with the business but excluding property more specifically insured, motor vehicles and accessories, money, personal effects, tenant's improvements, alterations and decorations, landlord's fixtures and fittings, glass and buildings.

Group Contents section can be extended to include tenant's improvements, please discuss with Morton Michel.

There are separate sections of the policy applicable to money, personal effects, glass and buildings.

#### Are carpets and flooring covered by the policy?

Carpets are included in the Group Contents section and are covered, subject to the adequacy of the sum insured, (similarly curtains and other furnishings would be included). Flooring, including wood panelling, would be regarded as a fixture and would not be covered under the Group Contents section. If you own the buildings, then flooring and the like should be insured under the optional Buildings section; if you do not own the buildings but are responsible for the flooring etc as tenant, then cover can be arranged for this under "tenant's improvements". Please contact Morton Michel with details.

# **Does the Group Contents section cover sheds and contents of shed?**

Yes, though there are differing limits of cover depending upon the type of shed. Please refer to the Group Contents section for details of the cover. 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.

#### How much should I insure my building for?

You should insure your building for the full replacement cost of the building, including all fixtures and fittings, outbuildings, annexes and walls, gates and fences, debris removal costs, statutory costs, plus an allowance for architects' and surveyors' fees. The best way of getting an adequate figure is to arrange for a survey of the premises and specifically request an insurance valuation. Please note that the rebuild cost is different to the market value of the building.

#### How much revenue should I insure for?

You should insure for your full anticipated gross fee income/turnover with allowances for growth and inflationary factors for the period of indemnity you have chosen. For instance, if you expect your fee revenue plus allowances to be £65,000 for the next 12 months and you insure for a 12 month indemnity period then you should insure for £65,000.

#### What is underinsurance and why is it important?

Underinsurance is a very important matter that could leave you seriously out of pocket if you try to make a claim. It is crucial that you insure for the full amount of Contents, Revenue and Buildings (if insured). For instance, if the total new for old value of your contents is £10,000 then you must insure for £10,000. If you insure for less you are underinsured. In the event of a claim, then the amount of the claims settlement will be reduced proportionately. For instance, if you have declared that you have £5,000 of Contents and in fact you have £10,000, then you will be deemed to be your own insurer for half the value of your contents and you will only receive half the settlement you have claimed for. If you claim for £2,000 of damage, you will only receive £1,000.

#### 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 cheque then we are more than happy to deal with the insurance in the traditional way!

# 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). New 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.

#### How do I contact you?

Email: preschool@mortonmichel.com

Phone: 020 8603 0941

Address: Alhambra House, 9 St Michaels Rd, Croydon CR9 3DD

# **Pre***School* – Guide to Security

#### 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.



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**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.



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**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.



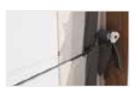
Sash Windows – can be protected by the type of security bolt illustrated.



**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
- I 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 o8oo 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 PreSchool 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 7SWJ; 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 Pre*School* 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 Pre*School* 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 0941** 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 0941**.

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 ARAG on **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 EC<sub>3</sub>M 7HA or telephone Lloyd's 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 **o8oo 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.

# www.mortonmichel.com

Arranged by



Tel: 020 8603 0900 Morton Michel Alhambra House 9 St Michaels Road Croydon CR9 3DD

www.mortonmichel.com

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