



# Out of School

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Insurance for out of school clubs

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Summary and Guide



[www.mortonmichel.com](http://www.mortonmichel.com)

Arranged by Morton Michel

## **Out of School**

**Out of School** has been designed for out of school clubs providing activities both before and after school. It was first introduced over 30 years ago and is a well-known and respected policy, relied upon by out of school clubs throughout the country.

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

Your policy document will be sent to you when you take out your policy, but a copy can be provided on request to assist you in considering your quotation - please get in touch if you would like us to send you a copy. Either contact us on **020 8603 0943** or email us at **outofschool@mortonmichel.com**.



Depending on the individual needs of your club, you can choose either the basic **Out of School** policy, or opt for the wider cover available with **Out of School Gold**. Both options are aimed at clubs with children aged between 3 and 16 years and cover can be arranged on a term time only or an all year basis. Wider age ranges can be considered on request.

### **Out of School – the cover**

The **Out of School** policy will provide the following covers as standard:

- **Public and Products Liability**
- **Professional Indemnity**
- **Employer’s Liability**
- **Legal Expenses**
- **Helplines**

### **Out of School Gold – the cover**

The **Out of School Gold** policy will provide the following covers as standard (your schedule will be headed **Out of School Gold** if you have chosen this option):

- **Public and Products Liability**
- **Professional Indemnity**
- **Employer’s Liability**
- **Legal Expenses**
- **Club Contents**
- **Loss of Revenue**
- **Personal Accident for Children at the Club**
- **Personal Accident for Club Officials**
- **Club Money**
- **Club Officials’ Personal Money**
- **Club Officials’ Personal Effects**
- **Club Children’s Personal Effects**
- **Glass**
- **All Risks**
- **Deterioration of Refrigerated Stock**
- **Helplines**

If you choose the **Out of School Gold** policy, you can also add Buildings, Trustees’ and Officers’ Financial Liability and Terrorism cover as optional sections. Your schedule will show if you have selected them.

## 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 26 to 28.

### Out of School Policy – Online

The quickest way to apply for an Out of School policy is online by visiting [www.mortonmichel.com/outofschool](http://www.mortonmichel.com/outofschool). Provided that 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 Out of School staff, then we are just a phone call away on **020 8603 0943** or email us at [outofschool@mortonmichel.com](mailto:outofschool@mortonmichel.com).

### 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.

For more details visit:

[www.mortonmichel.com](http://www.mortonmichel.com)



## **Exclusive benefits for policyholders**

Our policyholders also have access to a range of additional benefits: Insure your club 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 Early Years training with access to over 40 RoSPA-accredited, CPD-certified online courses.**
- **FREE nutrition training courses from Grub4Life.**
- **FREE downloads and resources including a range of business forms, educational posters and arts and crafts ideas.**
- **Exclusive savings on paediatric first aid training.**
- **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.**
- **Discounted Kids Pass with access to great deals at thousands of attractions, restaurants and cinemas across the UK.**
- **Save 10% on Haven holidays.**
- **Fantastic offers and discounts from the Creation Station, the UK's leading creative experience company.**
- **Substantial discounts from a range of suppliers to the Early Years sector.**
- **Subscription discounts to leading childcare magazines.**
- **Monthly childcare industry e-newsletter.**

**ChildCareClub**  
children staff business

To find out more visit:

[www.mortonmichel.com/ChildcareClub/](http://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 free of charge from Morton Michel on request, by contacting us on **020 8603 0943** or email us at **outofschool@mortonmichel.com**.

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

The key features for each section of the policy are set out below. The policy is also subject to General Conditions and General Exclusions, some of which apply to all sections. These are detailed on pages 14–20 of the policy document.

## Public and Products Liability

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

### Significant Features and Benefits

- **Territorial Limits** – Public Liability: Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and elsewhere in the world if performing clerical work. Products Liability: Anywhere in the world (other than USA and Canada).
- **Maximum Amount Payable** – £3,000,000 in respect of any one claim against you or series of claims against you arising out of one cause for Public Liability, and £3,000,000 in the aggregate during any one period of insurance for Products Liability. (Higher limits can be considered on request).
- **Supervised Outings** – cover for organised and supervised outings away from the premises for up to three consecutive days. (Longer periods can be considered on request).
- **Rented Premises** – accidental damage to leased, hired or rented premises for which you are legally liable.
- **Fundraising Events** – fundraising events of a non-sporting nature involving club officials, participants who attend the club and members of their families (other events and circumstances should be advised to Morton Michel for consideration).
- **Court Attendance** – compensation for you attending court in connection with a claim - £250 per person per day.
- **Corporate Manslaughter** – provides cover for legal costs and expenses incurred with our consent and prosecution costs awarded against you in the defence of criminal proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007 as a result of a fatality.
- **Legal Costs** – incurred in the defence of criminal proceedings in respect of a breach of the Health and Safety at Work etc Act 1974, Consumer Protection Act 1987, and the Food Safety Act 1990.
- **Contingent Motor Liability** – provides cover for the club if a motor accident occurs in connection with club business, for which the club is legally responsible and the car owner does not have the necessary cover in place.
- This does not replace or include ordinary motor insurance and it does not cover the motor vehicle or its contents. The club must take all reasonable precautions to ensure that any vehicle used has the appropriate motor insurance. Morton Michel offers motor insurance schemes designed specifically to support childcare activities. To find out more details about this specialist cover for private cars, people carriers and mini buses, call **020 8603 0940**.
- **Bouncy Castles** – use of bouncy castles by the club for the children attending the club (or other children in their family) in accordance with policy conditions.
- **Trampolines, Climbing Frames and Garden Swimming Pools** – use of trampolines, climbing frames and garden swimming pools in accordance with policy conditions.

- **First Aid** – administration of first aid treatment.
- **The Administration of Drugs and Medicines** – in accordance with policy conditions.
- **Tube Feeding etc.** – administration or provision of oxygen, tube feeding, cleaning and changing of tube feeding or tracheotomy/tracheostomy tubes and emptying/changing stoma bags strictly in accordance with policy conditions.
- **Vicarious Liability** – covers your legal liability for the actions of employees without your knowledge or consent (e.g. abuse).
- **Cross Liabilities** – where there is more than one person named as the Insured, the cover will apply separately but will not exceed in total the maximum amount payable.
- **General Data Protection Regulations** – provides protection up to £1,000,000 (excluding fines and data reinstatement/rectifying/erasure) following a breach under Article 82 of Regulation (EU) 2016/679 (the “General Data Protection Regulation” or the “GDPR”).
- **Overseas Personal Liability** – provides cover for temporary visits to any other country made in connection with the business.

### Significant Exclusions and Limitations

- **Damage to property belonging to the club, or in its care, custody or control.**
- **Accidents to or illness of employees.**
- **Legal liability under a contract unless such liability would have attached in the absence of such contract.**
- **Fines, penalties or liquidated, punitive or exemplary damages.**
- **The administration or provision of any treatment (other than tube feeding as described under Significant Features and Benefits).**
- **The use of aerial runways, scrambling nets, tree walks and other structures constructed (or partly constructed) from materials not originally intended for play or recreational use (e.g. telegraph poles, tyres, drainage pipes, etc).**
- **The use or ownership of Velcro wall, “bar fly” or similar equipment.**
- **Inflatable play equipment, other than bouncy castles used by the club for the children attending the club (or other children in their family).**
- **Cycling on public roads.**
- **Activities not advised to and agreed in writing by Morton Michel.**



## Employers' Liability

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

### Significant Features and Benefits

- **Territorial Limits** – worldwide.
- **Maximum Amount Payable** – £10,000,000 in respect of any one claim against you or series of claims against you arising out of one cause. Cover for incidents related in any way to Terrorism is limited to £5,000,000 on the same basis.
- **Court Attendance** – compensation for you attending court in connection with a claim - £250 per person per day.
- **Corporate Manslaughter** – provides cover for legal costs and expenses incurred with consent and prosecution costs awarded against you in the defence of criminal proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007 as a result of a fatality.
- **Cross Liabilities** – where there is more than one person named as the Insured, the cover will apply separately but will not exceed in total the maximum amount payable.
- **Health and Safety at Work etc Act 1974** – legal costs incurred in the defence of criminal proceedings in respect of a breach of the Health and Safety at Work etc Act 1974 – limit £10,000 in any one period of insurance.
- **Indemnity to Other Persons** – other persons will be paid at your request, for amounts they become legally liable to pay, provided you would have been entitled to payment under the policy if the claim had been made against you.
- **Unsatisfied Court Judgements** – provides cover for payment of court judgements for damages being obtained by any employee against third parties following bodily injury at work should the judgement remain unsatisfied.

### Significant Exclusions and Limitations

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



## Professional Indemnity

Covers up to the indemnity limit for any amount of claim (including claimants costs and expenses), in respect of your legal liability which arises out of the advice given and services performed by you in connection with the business.

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

### Significant Features and Benefits

- **Maximum Amount Payable** – up to the indemnity limit stated in the schedule for each claim made during the policy period, unlimited in number. You are automatically covered for an indemnity limit of £25,000, which can be increased at your request 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** – provides indemnity to your employees or former employees and/or consultants for any claim first made against them.
- **Defamation, Libel and Slander** – indemnity for any claim in direct consequence of any defamation, libel or slander by you.



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### Significant Exclusions and Limitations

- 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 tube feeding etc).
- 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.
- 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.
- Fines, penalties, punitive, multiple or exemplary damages.
- Activities not advised to and agreed in writing by Morton Michel.



## Legal Expenses

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

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

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

## Significant Features and Benefits

The following insured events are covered.

- **Employment** – we will defend you if, after completing internal grievance or disciplinary procedures, you have a dispute with a past, present, or prospective employee, arising from a contract of service and/or breach of employment laws.
- **Employment Compensation Awards** – the insurer will pay a basic and compensatory award made against you by a tribunal, or an amount agreed by ARAG to settle a dispute, where they have accepted your Employment claim.
- **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 and/or if criminal proceedings are brought. Club officials are covered to defend a motor prosecution whether or not it relates to the business.
- **Compliance & Regulation** – we will
  - appeal against a statutory notice issued against your business,
  - defend a civil action brought under the Data Protection Act,
  - represent you where Public Childcare Proceedings/Public Law Children Order proceedings are initiated by a Local Authority or the NSPCC as a result of the care provided by an insured person to a child(ren) in an insured person's professional capacity as a childminder/ childcare provider under the Children Act 1989 or Children (Northern Ireland) Order 1995.
- **Statutory licence appeals** – we will appeal against a decision to alter, suspend, revoke or refuse to renew a statutory registration.
- **Loss of earnings** – the insurer will pay loss of earnings if an insured has to attend court or tribunal for a claim under this policy or because they are called for jury service.
- **Employees' extra protection** – we will defend an employee in civil proceedings brought
  - for unlawful discrimination, or
  - against them in their capacity as a trustee of your company pension fund.

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

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

### Significant Exclusions and Limitations

- **Legal costs, expenses, and compensation awards incurred before we accept a claim.**
- **Employment**
  - Carrying out internal grievance or disciplinary procedures.
  - Employment Compensation Awards.
  - Money due to an employee under a contract of service.
- **Employment Restrictive Covenants**
  - The restrictive covenant must not extend further than is reasonably necessary to protect the business interests or contain restrictions in excess of 12 months.
- **Tax Protection**
  - Any claim where you have been negligent or have not met legal timescales.
  - An investigation by the Fraud Investigation Service of HM Revenue and Customs.
  - Tax avoidance.
- **Property**
  - Any claim where a contract exists between you and the other party.
- **Legal Defence**
  - A parking offence.
- **Compliance & Regulation**
  - Pursuing an action other than an appeal.
  - A Health and Safety Fee for Intervention.
- **Loss of earnings**
  - Any money that can be claimed back from the court or your employer
- **Employees' extra protection**
  - A condition, illness or disease that gradually or develops over time.
- **Contract & debt recovery**
  - A dispute where the sum in dispute is less than £200.
  - The sale or purchase of any land or buildings.
  - Computer systems which have been tailored to your requirements.
  - Breach of professional duty.

### Helplines

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

#### Legal Advice

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

#### Crisis communication helpline

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

#### Counselling assistance helpline

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

#### Legal services website

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

### Other Assistance Services

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

#### Glassolutions

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

**To contact Glassolutions please call: 0333 003 3388**

#### Robust – Business Continuity Plan

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

**To obtain this free service or to seek more information, go to: [www.robust.riscauthority.co.uk](http://www.robust.riscauthority.co.uk)**



## Out of School Gold

The following sections are only available if you have selected the Out of School Gold Policy. These covers apply automatically to Out of School Gold policies unless stated as being optional.

## Club Contents

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

### Significant Features and Benefits

- **Maximum Amount Payable** – the most we will pay in respect of any one occurrence will not exceed £5,000. This limit can be increased on request.
- **Theft Damage to the Premises** – covers damage to the buildings that you are responsible for resulting from theft or attempted theft. £10,000 limit any one loss.
- **Theft of Keys** – covers the cost of replacing locks and keys following theft of keys. £1,000 limit in any one period of insurance.
- **Exhibitions** – covers property whilst at exhibitions including transit anywhere within the European Union. £500 limit in any one period of insurance.
- **Loss of Metered Gas and Water** – covers the cost of loss of metered gas and water for which you are legally responsible arising from damage at your premises. £2,500 limit in any one period of insurance.
- **Trace and Access** – covers the necessary and reasonable cost of locating the source of damage caused by escaped water or oil from any fixed installation and the making good of such damage. £1,000 limit in any one period of insurance.
- **Signs** – covers damage to signs (other than glass) affixed to the buildings of the premises. £250 limit in any one period of insurance.
- **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 in any one period of insurance.
- **Fixed Outside Play and other Equipment** – covers damage to fixtures in the garden of the premises (theft subject to forcible and violent entry to or exit from the perimeter fencing or gates). £2,500 limit in any one period of insurance.
- **External CCTV equipment** – covers damage to external CCTV equipment and security lighting. £1,000 limit in any one period of insurance.
- **Seasonal increase** – for the period 1st December to 31st December each year (both dates inclusive), the sum insured on club contents is automatically increased by 10% (maximum £1,000).

### Significant Exclusions and Limitations

- **The first £100 of any claim.**
- **Moveable property in the open.**
- **Theft unless involving forcible entry to or exit from the premises.**
- **Loss, destruction or damage caused by other authorised users of the premises.**
- **Loss, destruction or damage outside club hours unless your contents are stored in a securely locked hall, room or cupboard.**



## All Risks

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

## Significant Features and Benefits

- **Maximum Amount Payable** – up to £500 in respect of unspecified club contents. (Limit can be increased if required).
- **Territorial Limits** – Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

## Significant Exclusions and Limitations

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



## Club Money

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

### Significant Features and Benefits

#### ■ Maximum Amount Payable

- **Non-negotiable forms of money** (such as crossed cheques and credit and debit card sales vouchers):
    - up to £25,000 any one occurrence.
  - **Cash, and other forms of negotiable money:**
    - in transit in the personal custody of any club official or in a bank night safe £2,000.
    - on the premises during business hours £2,000.
    - 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) £350.
    - in the home of any club official £1000.
- All limits any one occurrence.

Higher limits are available on request.

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

up to £1,000 in any one period of insurance.

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

### Significant Exclusions and Limitations

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



## Club Officials' Personal Money

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

### Significant Features and Benefits

- **Maximum Amount Payable** – £200 any one club official per occurrence.

### Significant Exclusions and Limitations

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

## Club Officials' Personal Effects

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

### Significant Features and Benefits

- **Maximum Amount Payable** – £300 any one club official per occurrence.

### Significant Exclusions and Limitations

- **The first £10 of each claim.**
- **Property more specifically insured.**

## Club Childrens' Personal Effects

Covers loss of or damage to club children's personal effects occurring at the premises during a club session.

### Significant Features and Benefits

- **Maximum Amount Payable** – £100 any one club child per occurrence.

### Significant Exclusions and Limitations

- **The first £10 of each claim.**
- **Property more specifically insured.**

## Glass

Covers damage to fixed glass at the premises, including cost of boarding up pending replacement.

### Significant Features and Benefits

- **Alarm Foil** – covers damage to alarm foil caused by breakage of glass.
- **Signs** – covers breakage of neon and illuminated signs.
- **Maximum Amount Payable** – £2,500 any one occurrence.

### Significant Exclusions and Limitations

- **The first £50 of each claim.**
- **Superficial scratching, chipping or cracking.**
- **Breakage of armoured, bent or other special glass.**

## Deterioration of Refrigerated Stock

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

### Significant Features and Benefits

- **Maximum Amount Payable** – £500 per occurrence.

### Significant Exclusions and Limitations

- **The first £25 of each claim.**
- **Losses involving refrigeration equipment more than 10 years old at the commencement of any period of insurance.**



### Loss of Revenue

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

#### Significant Features and Benefits

- **Indemnity Period** – the indemnity period starts when the loss or damage occurs and ends when the business' trading position is back to the level enjoyed before the incident or when the indemnity period you have selected expires, whichever is the sooner. The standard indemnity period is 12 months, but options of 24 and 36 months are available on request.
- **Maximum Amount Payable** – you are automatically covered for £100,000 in any one period of insurance. This can be increased on request.
  - 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).
- **Prevention of access caused by damage to nearby premises** – limit of liability £10,000 in any one period of insurance.

- **Compulsory Closure** – the compulsory closure by a public body preventing or restricting access to your premises after:

- discovery of a notifiable human infectious or contagious disease at the premises.
- the occurrence of a notifiable human infectious or contagious disease within 25 miles of the premises.
- foreign or deleterious matter in food or drink sold, supplied or provided at the premises.
- 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 £10,000 in respect of each of the above in any period of insurance.

#### Significant Exclusions and Limitations

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

### Personal Accident for Children at the Club

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

#### Significant Features and Benefits

- **Compensation Payable:**
  - £10,000 in the event of death.
  - £20,000 in the event of loss of limb, or loss of sight, or permanent total disablement.

#### 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 club.**
- **Death or any injury caused by:**
  - Hazardous sports and pastimes which are specified in the policy.
  - The influence of drugs or liquor.
  - Pregnancy or childbirth.
  - Any communicable disease.



## Personal Accident for Club Officials

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

### Significant Features and Benefits

#### ■ Compensation Payable:

- £20,000 in the event of death, loss of limb, or loss of sight, or permanent total disablement.
- £100 per week in the event of temporary total disablement.

### 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 club official.**
- **Death or any injury caused by:**
  - Hazardous sports and pastimes which are specified in the policy.
  - The influence of drugs or liquor.
  - Pregnancy or childbirth.
  - Any communicable disease.
  - Deliberate exposure to exceptional danger (except in an attempt to save human life).
- **Limit of 104 weeks from the date of sustaining injury in respect of compensation for temporary total disablement.**



**Optional Sections** – If you have selected the Out of School Gold Policy your insurance may be extended to include any of the following optional sections:

### Buildings (Optional)

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

### Significant Features and Benefits

- **Maximum Amount Payable** – the sum insured stated in the schedule in respect of any one occurrence.
- **Capital Additions** – cover for newly acquired and/or newly erected buildings up to a limit of liability of £5,000, provided that the items are not insured elsewhere and that Covéa Insurance are notified as soon as possible or within 6 months of the addition and the appropriate premium is paid from the commencement date of your liability for such property.
- **Theft of Fixed Fabrics** – cover for theft of fixed fabric of the building, including fixed external CCTV equipment and security lighting up to a limit of liability of £500 in any one period of insurance.
- **Additional costs of construction (Energy Efficiency)** – cover for (following damage to the buildings) additional costs of reinstatement arising solely from the necessity to comply with the application of the EC Directive on Energy Performance on Buildings 2002/91 up to a limit of liability of £2,000 per occurrence.
- **Trace and Access** – in the event of damage at the premises caused by the escape of water or oil from any fixed installation, cover includes costs necessarily and reasonably incurred in locating the source of damage in order to effect repairs and make good. Limit of liability in any one period of insurance of £500.
- **Drains, Sewers and Gutters** – covers costs and expenses necessarily incurred for cleaning and clearing of drains, sewers and gutters in consequence of damage to the Buildings. Limit of liability in any one period of insurance of £500.
- **Sanitary Ware and underground service pipes or cables** – a limit of £1,000 applies in any one period of insurance.

- **Additional Clause – 72 hours clause** – in respect of a flood or storm claim, the 72 hour clause allows you to select a 72 hour period of damage to be regarded as one claim (and only subject to one excess).

### Significant Exclusions and Limitations

- **The first £200 of each claim.**
- **Subsidence, ground heave or landslip.**
- **Unoccupied buildings.**
- **Moveable property in the open, fences and gates, vegetation, lawns and shrubs in respect of damage caused by wind, rain, hail, sleet, snow, flood, dust or falling trees.**
- **Malicious damage caused by any tenant or lessee.**



## Terrorism (Optional)

### Significant Features and Benefits

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

### Significant Exclusions and Limitations

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

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

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

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

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

### Significant Features and Benefits

- **Maximum Amount Payable** – the total aggregate liability for all claims by all trustees and

officers of your club shall not exceed the sum insured stated in the schedule.

- **Sum Insured** – three levels of sum insured are available at £5,000, £7,500 and £10,000.

### Significant Exclusions and Limitations

- The first £25 or 5% of each claim, whichever is the greater.
- 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 club 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 their fingers in a door. Such incidents can lead to claims being made against groups and you need Public Liability insurance to protect your interests against such lawsuits.

### **What is Employers' Liability insurance?**

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

### **What is the difference between Liability and Personal Accident insurance?**

Liability insurance covers you for damages and costs that may be awarded against you in a Court of Law, when you have been found to be at fault. The Personal Accident sections provide an agreed amount of compensation in the event of an injury, such as loss of a limb or an eye, suffered by a group official or group child in an accident, irrespective of who may have been at fault. A full list of situations for which compensation would be payable is stated on pages 16 and 17 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.

### **What activities are included?**

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

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

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

### **Do we have to register under the Childcare Act 2006 to take out a policy?**

If your out of school club 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 club 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. Therefore, if you have regular voluntary helpers, you should take out Employers' Liability insurance.

### **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 out of school club 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 Out of School policy covers your legal liability to any child with special needs in your care arising out of the activities of your out of school club 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, tube feeding, cleaning and changing of feeding tubes and emptying/ changing of 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.

### **What age range of children does this policy cover, and can it be extended?**

The policy covers you for children between the ages of 3 to 16 years. This range can be extended for an additional premium and subject to additional conditions. Please refer to Morton Michel with full details for a quotation.

### **Are we covered for walking the children to and from school?**

Yes, you are covered for this as long as your supervision ratio has been agreed with Morton Michel.

### **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.

### **Does the policy cover Mother & Toddler Sessions or Pre-School Sessions held at the same premises?**

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.

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

Yes, automatically (provided they are within the age range of your policy). 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.

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

Carpets are included in the Club 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 Club 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 Club Contents section cover sheds and contents of sheds?**

Yes, within certain limits, providing it is either a timber, plastic or metal shed. Please refer to the Club Contents section of the policy document 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 contact Morton Michel.

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

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

### **Are we covered for swimming?**

Yes, provided you have given full details of this activity to Morton Michel and cover has been agreed in writing. Swimming activities must be under the leadership of experienced staff with additional competent helpers to assist when required. When swimming in private pools, a qualified lifesaver and/or swimming teacher must be in attendance at all times.

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

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

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

Every organisation operating a PAYE Scheme is allocated an ERN (Employer Reference Number), the reference number provided by HM Revenue and Customs (HMRC) under which employees' income tax and NI contributions are recorded. Insurance companies are subject to regulation by the Financial Conduct Authority (FCA). Rules have been introduced by the FCA which require insurers and brokers to collect additional information from their clients who are insured for Employers' Liability (EL), including their ERN. This information will be used by employees to help trace their former employer's EL insurer should they need

to make a claim for illness or injury at work. The ERN will be used as a unique reference which will enable claimants and their representatives to search more effectively for the EL insurer concerned. This will ensure that more claimants can find their insurer, particularly where their previous employer has ceased trading and there is no other point of reference.

### What is our “legal status”, as requested on the proposal form?

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

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

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

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

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

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

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



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](http://www.locksmiths.co.uk)) will be able to advise you on suitable locks and other devices, where special fittings are required.

## Final exit door

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



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



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



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



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

## Fire exit door

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



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



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

## Patio doors



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



## Other external doors

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

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



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



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

## Accessible windows

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



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



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



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



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



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

- **Chubb Locks** – [www.chubblocks.co.uk](http://www.chubblocks.co.uk)
- **ERA Products** – [www.era-security.com](http://www.era-security.com)
- **Ingersol Security** – [www.ingersollocks.co.uk](http://www.ingersollocks.co.uk)
- **Union** – [www.uniononline.co.uk](http://www.uniononline.co.uk)
- **Yale** – [www.yalelock.com](http://www.yalelock.com)
- **Banham** – [www.banham.com](http://www.banham.com)

### 1. Insurers under the policy

Covea Insurance plc is the insurer under this policy except under the Legal Expenses Section, where the insurer is 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](http://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](http://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 **Out of School** 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](http://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 **Out of 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 **Out of 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 0943** 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 0943**.

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

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

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

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

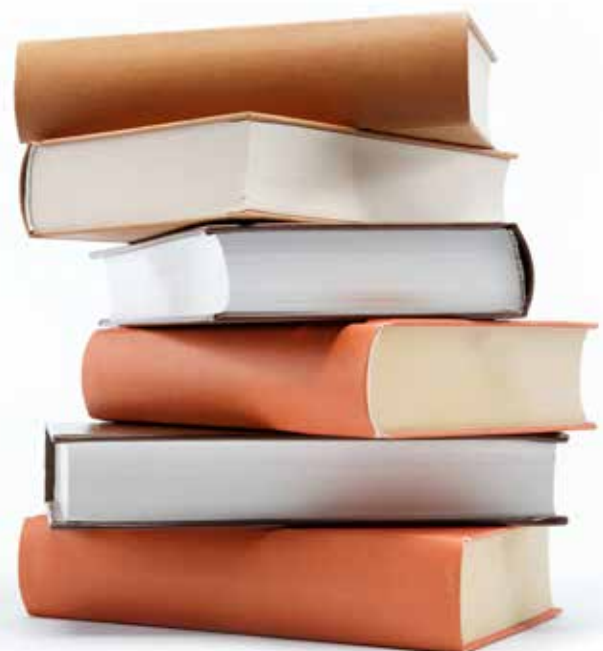
Please be ready to provide all relevant details of your policy and in particular your policy number (if allocated) to help your enquiry or complaint to be dealt with speedily.

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

Website **[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)**.

Following this procedure will not affect your legal rights.

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











## **Morton Michel**

Alhambra House  
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Croydon  
CR9 3DD

**Tel:** 020 8603 0900

**[www.mortonmichel.com](http://www.mortonmichel.com)**

Arranged by **Morton Michel**

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