

Morton Michel
The Childcare Insurance Specialist



Home Childcare

— Policy Summary —

Arranged by **Morton Michel** and insured by **Covéa Insurance**

Home Childcare Policy Summary

The **Home Childcare** policy has been specifically designed to meet the needs of a variety of individual home childcarers. This includes: registered and non-registered nannies, maternity nurses, doulas, childminders exempt from compulsory registration, sleep consultants, baby massage therapists, babysitters and home tutors.

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

Home Childcare - the Cover

The **Home Childcare** policy provides the following covers as standard*.

- Public and Products Liability
- Professional Indemnity
- Legal Expenses
- Property Damage - Third Party Property

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

- Employers' Liability
- Property Damage - Business Equipment
- Property Damage - Personal Possessions
- Personal Accident

Your schedule will show if you have selected these.

*** Certain covers are not available to some occupations – please read each section of the policy set out in this summary for details.**

Your cover is valid for a period of 12 months or as detailed in your policy schedule and is renewable annually.

Helplines

As a **Home Childcare** policyholder the following helpline services are automatically available to you:

- Counselling Assistance
- Crisis Communication
- Executive Suite - Identity Theft Resolution
- Legal and Tax Advice
- Redundancy Assistance

Important

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 wording, which is available free of charge from Morton Michel on request, by contacting them on **020 8603 0942** or emailing them at **homechildcare@mortonmichel.com**

The key features for each section of the policy are set out in this summary. The policy is also subject to General Conditions, Claims Conditions and General Exclusions, some of which apply to all sections. These are detailed on pages 13-20 of the policy wording.

Please take time to read your policy wording in conjunction with the policy schedule and make sure you understand the cover provided.

Contact Us...

If you need to make a claim please call:

Morton Michel on 020 8603 0942 or

Covea Insurance plc on 0330 134 8187

Please have your policy number to hand when contacting us.

All calls may be recorded for training and evidential purposes.



Significant features, benefits, exclusions or limitations of the policy

Public and Products Liability

This section of cover is designed to provide you with cover if you are 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. You are covered up to the limit stated below for each claim, plus any costs and expenses.

This section also provides cover if a claim arises from a product sold or supplied by you. You are covered up to the limit stated below in total for all claims during any one period of insurance, plus any costs and expenses.

The limit provided by this section of cover is as follows:

- Registered nannies, non-registered nannies, doulas, maternity nurses, childminders exempt from registration, sleep consultants and baby massage therapists - £10,000,000
- Babysitters - £5,000,000, with an option to increase to £10,000,000 on request
- Tutors - £2,000,000, with an option to increase to £5,000,000 or £10,000,000 on request

Cover applies to childcare services you deliver anywhere within the United Kingdom, the Isle of Man and the Channel Islands and for any clerical activities connected with your business undertaken whilst you are temporarily elsewhere in the world. Cover in respect of products applies anywhere in the world.

The full terms, conditions and exclusions of this section can be found on pages 21-28 of the **Home Childcare** policy wording.

Significant Features and Benefits	Significant Exclusions and Limitations
<ul style="list-style-type: none"> • Numbers – number of permitted children. This policy covers you for minding a maximum of 6 children at any one time. • Contingent Motor Liability – provides cover for you if a motor accident occurs in connection with the your business for which you are legally responsible and the car owner does not have the necessary cover in place. • Activities – use of trampolines, climbing frames, bouncy castles and garden swimming pools. • First Aid – administration of first aid treatment. • The Administration of Drugs and Medicines • Tube Feeding – administration or provision of oxygen, tube feeding, cleaning and changing of tube feeding or tracheotomy/tracheostomy tubes and emptying/changing stoma bags. • Duties Outside the UK – in respect of registered and non-registered nannies, maternity nurses, doulas, childminders exempt from compulsory registration the Territorial Limits are extended for a maximum of 180 days in countries of the European Union and a maximum of 90 days anywhere in the world to cover you when you accompany the person(s) you are contracted to care for when they travel outside the UK. 	<ul style="list-style-type: none"> • Damage to property belonging to you, or in your care, custody or control. • Bodily injury to any minded person not in your direct and immediate personal care and custody – other than whilst left temporarily in the care and custody of another adult during an emergency, or left in the sole charge of a carer during an emergency or in any other circumstance (providing you have checked that they have insurance in place with a Limit of Indemnity of £5,000,000 covering them for this period of care) • 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). • Loss or damage to any vehicle or goods therein.

Significant features, benefits, exclusions or limitations of the policy

Public and Products Liability (cont.)

Significant Features and Benefits	Significant Exclusions and Limitations
	<ul style="list-style-type: none">• This section of the Home Childcare policy includes conditions in relation to<ul style="list-style-type: none">• activities.• checks and investigations for employees.• duties outside the United Kingdom• handling and moving• treatment - drugs and medicines• treatment - supplementary healthcare procedures

Significant features, benefits, exclusions or limitations of the policy

Professional Indemnity

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

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

You are covered up to a limit of £100,000 in total for all claims notified during the period of insurance. (Higher limits are available on request).

The full terms, conditions and exclusions of this section can be found on pages 29-33 of the **Home Childcare** policy wording.

This section is not available if your only occupation is babysitting.

Significant Features and Benefits	Significant Exclusions and Limitations
<ul style="list-style-type: none">• Defence Costs – in addition to the indemnity limit, covering you against costs incurred in defending a claim where prior written consent has been obtained from us.• Loss of or Damage to Documents – cover for replacing, restoring or reconstituting documents in your care, custody or control following physical loss or damage to documents – up to £50,000.	<ul style="list-style-type: none">• Claims caused by or contributed to by any dishonest, fraudulent, criminal or malicious act or omission by you.• Claims or circumstances that you are aware of that have been, or should have been reported to a previous policy.• Bodily injury or property damage other than as provided for under Loss of or Damage to Documents.• Medical malpractice.• Actual or attempted sexual relations, sexual conduct or intimacy, sexual harassment or sexual exploitation.• The first £250 of each and every claim.

Significant features, benefits, exclusions or limitations of the policy

Legal Expenses

Provides cover for your legal costs and expenses up to £100,000 including the cost of appeals for an insured event that occurs during the period of insurance.

The full terms, conditions and exclusions of this section can be found on pages 34-42 of the **Home Childcare** policy wording.

Significant Features and Benefits	Significant Exclusions and Limitations
<ul style="list-style-type: none"> • Employment – a dispute: <ul style="list-style-type: none"> • with a past, present, or prospective employee, arising from a contract of service and/or breach of employment laws • between you and your employer (or ex employer) arising from a contract to employ you. • 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. • Tax Disputes – 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. • Legal Defence – we will defend the insured: <ul style="list-style-type: none"> • in an investigation that could lead to prosecution • if criminal proceedings are brought. You are covered to defend a motor prosecution whether or not it relates to the business. • Compliance and Regulation – appeal against a statutory notice issued against your business, or defence of a civil action brought under the Data Protection Act. Public Childcare Proceedings/ Public Law Children Order proceedings initiated by a Local Authority or the NSPCC as a result of the care provided by an insured person to a child(ren) in an insured person’s professional capacity as a childminder/childcare provider under the Children Act 1989 or Children (Northern Ireland) Order 1995. • Licence Appeals – an appeal against a decision to alter, suspend, revoke or refuse to renew either (a) compulsory registration or (b) voluntary registration relating to your activities as either a childminder or nanny. 	<ul style="list-style-type: none"> • 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. • Legal costs, expenses, and compensation awards incurred before we accept a claim. • The insured event must occur during the period of insurance. • Employment does not provide cover for pursuing an action other than an appeal. • Employment Compensation Awards does not provide cover for <ul style="list-style-type: none"> • Money due to an employee under a contract of service • civil claims or statutory rights relating to trustees of occupational pension schemes. • Employment Compensation Awards - £1,000,000 aggregate limit per annum applies. • Tax Disputes will not be covered for <ul style="list-style-type: none"> • tax returns which are submitted late, or for any other reason, result in HMRC imposing a penalty, or which contain careless and/or deliberate mis-statements or omissions • an investigation by the Fraud Investigation Service of HMRC • any enquiry that concerns assets, monies or wealth outside of the United Kingdom. • In respect of Property the claim must not relate to <ul style="list-style-type: none"> • a contract between you and a third party • compulsory purchase, demolition restrictions, controls or permissions placed on land or property by any government, local or public authority

Significant features, benefits, exclusions or limitations of the policy

Legal Expenses (cont.)

Significant Features and Benefits	Significant Exclusions and Limitations
<ul style="list-style-type: none"> • 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. • Personal Injury – a sudden event directly causing you physical bodily injury or death. • Identity Theft Protection – a dispute arising from the use of your personal information without your permission in order to commit fraud or other crimes. Provided that you contact our Identity Theft Advice and Resolution Service as soon as you suspect that your identity may have been stolen. • Crisis Communication – access to professional public relations support and crisis communication services to manage adverse media publicity and reputational exposure. • Contract and Debt Recovery – contract disputes and debt recovery actions relating to the purchase, hire, lease, servicing, maintenance, sale or provision of goods or services. 	<ul style="list-style-type: none"> • Legal Defence cover will not apply to a parking offence • Personal Injury will not provide cover for any claim relating to a condition, illness or disease which develops gradually over time • Crisis Communication will not provide cover for <ul style="list-style-type: none"> • matters that should be dealt with through your normal complaints procedures • a matter that has not actually resulted in adverse publicity appearing online in print or broadcast • costs incurred in excess of £25,000. • Contract and Debt Recovery will not provide cover for <ul style="list-style-type: none"> • the letting, leasing or licensing of land or buildings where you act as the landlord • the sale or purchase of land or buildings • loans, mortgages, endowments, pensions or any other financial product • a breach or alleged breach of a professional duty by you • the settlement payable under an insurance policy • a dispute relating to an employee or ex-employee • an amount which is less than £100.

Significant features, benefits, exclusions or limitations of the policy

Property Damage

Provides cover for damage to Third Party Property up to £1,000.

This section can be extended to include optional covers for Business Equipment and/or Personal Possessions and your schedule will show if you have selected these.

The Personal Possessions cover is not available for babysitters or home tutors and is only available to other home childcarers who live in their employer’s home.

The full terms, conditions and exclusions of this section can be found on pages 43-45 of the **Home Childcare** policy wording.

Significant Features and Benefits	Significant Exclusions and Limitations
<ul style="list-style-type: none"> • Third Party Property – we will pay reasonable costs and expenses incurred by you with our consent in respect of damage to the personal property of a minded person whilst in your care, property by a minded person whilst in your care, property by you in connection with your business. • Business Equipment (optional) - we will pay for damage to your business equipment occurring within the United Kingdom, the Isle of Man and the Channel Islands up to £1,000 (higher amounts available on request) • Personal Possessions (optional) – we will pay for damage to your household goods and personal effects, whilst contained in your employer’s home up to £3,000 (higher amounts available on request). 	<p>Third Party Property</p> <ul style="list-style-type: none"> • Buggies and pushchairs. • Toys whilst in use or play other than toys or play equipment on loan to you from a toy library. • Property owned by or leased, hired or rented to you or your family. • Theft or attempted theft. • The first £50 in respect of all claims. <p>Business Equipment and Personal Possessions</p> <ul style="list-style-type: none"> • Theft or attempted theft from unattended vehicles outside of business hours and overnight. • Theft or attempted theft from unattended vehicles during business hours unless: <ul style="list-style-type: none"> • All security devices are put into full operation. • Property is secured within the closed glove compartment, locked boot, luggage space or enclosed storage compartment of the vehicle. • Theft or attempted theft from an unattended building unless theft involves forcible and violent entry to or exit from the building. • The first £100 in respect of damage to laptops, palmtops and notebooks, other electronic tablets, mobile phones or electrical audio visual equipment. • The first £50 in respect of any other claim.

Significant features, benefits, exclusions or limitations of the policy

Personal Accident (optional)

This section compensates you in the event of your death or bodily injury caused by an accident during any period of insurance.

The full terms, conditions and exclusions of this section can be found on pages 46-47 of the **Home Childcare** policy wording.

Significant Features and Benefits	Significant Exclusions and Limitations
<ul style="list-style-type: none"> • Death – £10,000. • Loss of Limb – £10,000. • Loss of Sight, hearing or speech – £10,000. • Permanent Total Disablement – £10,000. • Temporary Total Disablement – £100 per week. • Medical Expenses – up to 15% of the total amount paid as compensation in respect of death, loss of limb, loss of sight, hearing or speech, permanent total disablement or temporary total disablement. 	<ul style="list-style-type: none"> • Compensation is not payable for more than one of the following: death, loss of limb, loss of sight, hearing or speech, permanent total disablement. • Any compensation for temporary total disablement will be deducted from any subsequent compensation payment for death, loss of limb, loss of sight, hearing or speech, permanent total disablement that follows from the same cause. • Death or any injury caused by: <ul style="list-style-type: none"> • hazardous sports and pastimes which are specifically excluded in the policy • pregnancy or childbirth • the influence of drugs or liquor • any communicable disease. • Any operational duties as a member of the Armed Forces. • Any pre-existing physical or mental disability or infirmity, medical condition or chronic or recurring ailment. • Any medical, surgical or remedial attention, treatment or appliances unless given or prescribed by a qualified medical or dental practitioner. • Any medical expenses which are recoverable from any other source, including another insurance policy.

Significant features, benefits, exclusions or limitations of the policy

Employers' Liability (optional)

If you are an employer, then this section of cover is designed to help you satisfy your obligation under law to have Employers' Liability insurance. This section provides cover against your legal liability for accidents to or illness of employees, and any authorised volunteers, sustained in the course of their employment, up to a limit of £10,000,000 including costs and expenses.

Cover applies to home childcare you deliver anywhere within the United Kingdom, the Isle of Man and the Channel Islands and including whilst you are temporarily elsewhere in the world.

The full terms, conditions and exclusions of this section can be found on pages 48-51 of the **Home Childcare** policy wording.

Significant Features and Benefits	Significant Exclusions and Limitations
<ul style="list-style-type: none"> • Corporate Manslaughter – covers legal costs and expenses incurred with consent and prosecution costs awarded against you in the defence of criminal proceedings brought under the Corporate Manslaughter Homicide Act 2007 as a result of a fatality. • 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. • 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. 	<ul style="list-style-type: none"> • 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

Important Information

Registration and Regulatory Information

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

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

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

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

Morton Michel

The **Home Childcare** 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.

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

How to Make a Claim

If you have a claim (other than under the Legal Expenses section), or are aware of an incident that could result in a claim, please contact Morton Michel on **020 8603 0942** 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.

Your Rights to Cancel the Policy

You may cancel this policy by giving written instructions to Morton Michel at Morton Michel, Alhambra House, 9 St Michaels Road, Croydon CR9 3DD or to us at Covea Insurance plc, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX. You may cancel this policy at any time from the date it begins or from the date you receive the policy wording and schedule, whichever is the later. If cover has not yet started you will receive a full refund of the premium. If cover has started we will refund the premium for the exact number of days left on the policy. No refund will be given if a claim has been submitted or there have been any incidents likely to give rise to a claim during the current period of insurance.

Important Information

Complaints

How to Make a Complaint to Morton Michel

If you have a complaint regarding the suitability of this policy for your needs, the information and advice you received whilst it was originally being discussed, the operation or administration of the policy you should contact Morton Michel using the following details.

The Compliance Executive
Morton Michel
Alhambra House
9 St Michaels Road
Croydon
CR9 3DD

Telephone number **020 8603 0942**.

Email: **compliance@mortonmichel.com**

How to Make a Complaint to Covéa Insurance

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 using the following details.

Customer Relations
Covéa Insurance
Norman Place
Reading
Berkshire RG1 8DA

Telephone: **0330 221 0444**

Calls may be recorded for training and evidential purposes.

Website: **www.coveainsurance.co.uk**

Email: **customer.relations-rdg@coveainsurance.co.uk**

Full details of the Covéa Insurance Internal Complaints Procedure are detailed in our leaflet 'Complaints Procedure' which is available on request or may be downloaded from our website at **www.coveainsurance.co.uk/complaints**

How to Make a Complaint to ARAG plc

If your complaint relates to the Legal Expenses cover, please contact ARAG using the following details.

The Customer Relations Department
ARAG plc
9 Whiteladies Road
Clifton
Bristol
BS8 1NN

Telephone: **0117 917 1561**

Calls may be recorded for training and evidential purposes. (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays).

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 contact Lloyd's by telephone on **0207 327 5693** or email them at **complaints@lloyds.com**

Website **www.lloyds.com/complaints**

Important Information

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 or claim number (if allocated) to help your complaint to be dealt with speedily.

Financial Ombudsman Service

You may be eligible to refer your complaint to the Financial Ombudsman Service. Their contact details are:

Financial Ombudsman Service

Exchange Tower

London E14 9SR

Telephone: **0800 023 4567**

Website: www.financial-ombudsman.org.uk

Email: complaint.info@financial-ombudsman.org.uk

Your complaint may be more suitably handled by a comparable complaints scheme, the Legal Ombudsman service.

You can contact the Legal Ombudsman Service at:

PO Box 6806

Wolverhampton

WV1 9WJ

Telephone: **0300 555 0333**

Website: www.legalombudsman.org.uk

Email: enquiries@legalombudsman.org.uk

You can also register a complaint with the European Union's Online Dispute Resolution (ODR) Platform. Their website is <http://ec.europa.eu/consumers/odr/>.

The ODR will simply pass your complaint to the Financial Ombudsman Service.

Financial Services Compensation Scheme

The insurers under this policy are covered by the Financial Services Compensation Scheme. You/an insured person may be entitled to compensation from the scheme if the insurer is unable to meet its liabilities under this insurance.

Further information is available from the:

Financial Services Compensation Scheme

10th Floor

Beaufort House

15 St Botolph Street

London EC3A 7QU.

Telephone: **020 7741 4100**

Website: www.fscs.org.uk

Email: enquiries@fscs.org.uk



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Arranged by **Morton Michel**

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