

# Childminder



Arranged by Morton Michel and insured by Covéa Insurance

# Childminder Policy Summary

The **Childminder** Policy is a product that is designed for registered childminders on the early years or compulsory part of the Childcare Register (or regional equivalent) providing care for children up to ages permitted by your registering authority.

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

## **Childminder - the Cover**

The **Childminder** policy provides the following covers as standard.

- Public and Products Liability
- Employers' Liability
- Professional Indemnity

- Childminder Contents
- Loss of Revenue
- Temporary Suspension of Registration Certificate

Legal Expenses

The **Childminder** policy can be extended to include the following optional cover:

Personal Accident

Your schedule will show if you have selected this.

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

### Helplines

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

- Counselling Assistance
- Crisis Communication
- Executive Suite Identity Theft Resolution
  - 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 **childminder@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 13-21 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.



- Legal and Tax Advice
- Redundancy Assistance

## **Public and Products Liability**

This section of cover is designed to provide you with cover if you or your assistant or joint childminder 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 of £10,000,000 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 of £10,000,000 in total for all claims during any one period of insurance, plus any costs and expenses.

Cover applies to regulated childcare 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 22-29 of the **Childminder** policy wording.

Significant Features and Benefits	Significant Exclusions and Limitations
<ul> <li>Attendance at Childminding Events - exhibitions, creches, meetings and outings arranged for or on behalf of registered childminders.</li> <li>Numbers - number of permitted children. This policy covers you for minding maximum numbers of children at any one time, as follows: <ul> <li>12 children whilst working alone;</li> <li>18 children whilst working with one registered assistant;</li> <li>22 children whilst working with two registered assistants.</li> <li>18 children whilst working with EITHER a joint policy holder (if noted on your schedule) OR another registered childminder (NOTE - the other registered Childminder must have their own insurance).</li> <li>22 children whilst working with one registered assistant and EITHER a joint policy holder (if noted on your schedule) OR another registered childminder must have their own insurance).</li> </ul> </li> <li>22 children whilst working with one registered assistant and EITHER a joint policy holder (if noted on your schedule) OR another registered childminder must have their own insurance).</li> <li>22 children whilst working with one registered assistant and EITHER a joint policy holder (if noted on your schedule) OR another registered childminder. (NOTE - the other registered childminder (If noted on your schedule) OR another registered childminder if a motor accident occurs in connection with the childminding business for which the childminder is legally responsible and</li> </ul>	<ul> <li>Damage to property belonging to the childminder, or in their care, custody or control.</li> <li>Bodily injury to any minded child 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 an assistant during an emergency or in other circumstances in accordance with your registering authority guidelines.</li> <li>Accidents to or illness of employees.</li> <li>Legal liabilty under a contract unless such liability would have attached in the absence of such contract.</li> <li>Fines, penalties or liquidated, punitive or exemplary damages.</li> <li>The administration or provision of any treatment (other than tube feeding as described under Significant Features and Benefits).</li> <li>Loss or damage to any vehicle or goods therein.</li> <li>This section of the <b>Childminder</b> policy includes conditions in relation to the following activities: <ul> <li>administration or provision of oxygen or tube feeding</li> <li>babysitting or nannying services</li> <li>checks and investigations for employees</li> <li>use of trampolines, climbing frames, garden</li> </ul> </li> </ul>
the car owner does not have the necessary cover in place.	swimming pools, bouncy castles and similar inflatable play equipment.
<ul> <li>Bouncy Castles – use of bouncy castles by the childminder for the children attending the setting</li> </ul>	

(or other children in their family).

# Public and Products Liability (cont.)

Significant Features and Benefits	Significant Exclusions and Limitations
<ul> <li>Trampolines, Climbing Frames and Garden Swimming Pools – use of trampolines, climbing frames and garden swimming pools.</li> <li>First Aid – administration of first aid treatment.</li> <li>The Administration of Drugs and Medicines</li> <li>Tube Feeding – administration or provision of oxygen, tube feeding, cleaning and changing of tube feeding or tracheotomy/tracheostomy tubes and emptying/changing stoma bags.</li> <li>Vicarious Liability – covers your legal liability for the actions of employees without your knowledge or consent (e.g. abuse).</li> </ul>	

# **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, 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 regulated 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 30-33 of the **Childminder** policy wording.

Significant Features and Benefits	Significant Exclusions and Limitations
<ul> <li>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.</li> <li>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.</li> <li>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.</li> </ul>	<ul> <li>Injury to any employee where motor insurance is required by any road traffic legislation</li> <li>Working on any offshore installation or whilst in transit to or from any offshore installation</li> <li>Cover for acts caused by Terrorism is limited to £5,000,000</li> </ul>

## **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 34-38 of the **Childminder** policy wording.

Significant Features and Benefits	Significant Exclusions and Limitations
<ul> <li>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.</li> <li>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.</li> </ul>	<ul> <li>Claims caused by or contributed to by any dishonest, fraudulent, criminal or malicious act or omission by you.</li> <li>Claims or circumstances that you are aware of that have been, or should have been reported to a previous policy.</li> <li>Bodily injury or property damage other than as provided for under Loss of or Damage to Documents.</li> <li>Medical malpractice.</li> <li>Actual or attempted sexual relations, sexual conduct or intimacy, sexual harassment or sexual exploitation.</li> <li>The first £250 of each and every claim.</li> </ul>

## **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 39-49 of the **Childminder** policy wording.

# Legal Expenses (cont.)

<ul> <li>Statutory Licence Appeals - We will appeal against a decision to alter, suspend, revoke or refuse to renew a statutory registration.</li> <li>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.</li> <li>Personal Injury - a sudden event directly causing you physical bodily injury or death.</li> <li>Executive Suite - You and your directors and partners if applicable are covered for:         <ul> <li>accountants' costs to assist if HMRC open an enquiry into personal tax affairs</li> <li>our personal lidentity theft resolution service</li> <li>mediation costs to resolve a partnership dispute</li> <li>Crisis Communication costs where adverse publicity about your personal life has caused reputational damage.</li> </ul> </li> <li>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.</li> <li>Your policy provides free access to our legal services website which allows you access to debt recovery letters in the event you have unpaid childcare fees, plus many other legal documents and letters which can help you to run your childminding business.</li> <li>If you have sent reminder debt recovery letters to parents to chase them for over-due fees but money remains outstanding, the insurer will pay legal costs to recover the fees owed to you.</li> <li>Crisis Communication - The insurer will pay up to</li> </ul>
<ul> <li>£25,000 to provide you with access to professional public relations support and crisis communication services to manage adverse media publicity and reputational exposure.</li> <li>the settlement payable under an insurance policy a dispute relating to an employee or ex-employee an amount which is less than £200.</li> </ul>

## **Childminder Contents**

Provides cover for damage to the property insured occurring at the premises, whilst temporarily removed from the premises and in transit thereto and therefrom occurring within the United Kingdom, the Isle of Man and the Channel Islands.

The full terms, conditions and exclusions of this section can be found on pages 50-51 of the **Childminder** policy wording.

Significant Features and Benefits	Significant Exclusions and Limitations
<ul> <li>Childminder Contents - we will pay for damage to unspecified contents used by you solely in connection with your business up to a limit of £1,000.</li> <li>Other Property - we will pay reasonable costs and expenses incurred by you with our consent in respect of damage to the property of a minded child, any other person's property caused by a minded child, any other person's property caused by you as a registered childminder and toys and play equipment on loan to you from a toy library, up to a limit of £1,000.</li> </ul>	<ul> <li>Childminder Contents</li> <li>Theft or attempted theft from unattended vehicles outside of business hours and overnight.</li> <li>Theft or attempted theft from unattended vehicles during business hours unless: <ul> <li>all security devices are put into full operation</li> <li>property is secured within the closed glove compartment, locked boot, luggage space or enclosed storage compartment of the vehicle.</li> </ul> </li> <li>Theft or attempted theft from an unattended building unless theft involves forcible and violent entry to or exit from the building.</li> <li>The first £100 in respect of damage to laptops, palmtops and notebooks, other electronic tablets, mobile phones or electrical audio visual equipment and £50 in respect of all other property.</li> </ul>
	<ul> <li>damage to buggies and pushchairs, to toys whilst in use or play and to property owned by or leased,</li> </ul>

- hired or rented to you or your family.Theft or attempted theft.
- The first £100 in respect of damage to laptops, palmtops and notebooks, other electronic tablets, mobile phones or electrical audio visual equipment.

## Loss of Revenue

This section covers loss of gross revenue during the indemnity period following loss or damage to insured property at your childminding premises.

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 12 months, whichever is sooner.

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

The full terms, conditions and exclusions of this section can be found on pages 52-55 of the **Childminder** policy wording.

Significant Features and Benefits	Significant Exclusions and Limitations
<ul> <li>Loss of revenue – you are automatically covered up to £20,000.</li> <li>Prevention of Access – damage occurring to any property within 1 kilometre of the premises that prevents or hinders access, up to £1,000.</li> <li>Compulsory Closure – the compulsory closure by a public body after the discovery of a notifiable human infectious or contagious disease, foreign matter in food or drink provided at the premises, defective sanitation, the presence of vermin or pests or an occurrence of murder, manslaughter, suicide or rape at the premises, up to £1,000.</li> <li>Public Utilities – damage at any electricity, gas, water or telecommunications service premises and failure of these services if for one hour or more, up to £1,000.</li> </ul>	<ul> <li>Any interruption of or interference with the business in the absence of insured damage (other than Compulsory Closure).</li> <li>Terrorism.</li> </ul>

## **Temporary Suspension of Registration Certificate**

This section covers you for the reduction in gross revenue in the event of your registration certificate being suspended by your registering authority.

The full terms, conditions and exclusions of this section can be found on pages 56-57 of the **Childminder** policy wording.

Significant Features and Benefits Si	Significant Exclusions and Limitations
Reduction in gross revenue up to £2,500.	<ul> <li>You must advise us immediately you become aware of any:</li> <li>circumstances advised to your registering authority which may endanger your registration certificate</li> <li>proceedings against or convictions of you or the registration certificate holder for any breach of the law or other matters.</li> <li>Any cause wholly or partly within or under your control.</li> <li>Where the registration certificate is subsequently cancelled by your regulator</li> <li>Unless you have made a claim under 'Statutory licence appeals' of the Legal Expenses section of your policy and the claim has been accepted by ARAG plc.</li> <li>Cover is provided up to a maximum of 6 weeks from the date your registration is suspended.</li> </ul>

# **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 58-59 of the **Childminder** policy wording.

Significant Features and Benefits	Significant Exclusions and Limitations
<ul> <li>Death - £10,000.</li> <li>Loss of Limb - £10,000.</li> <li>Loss of Sight, hearing or speech - £10,000.</li> <li>Permanent Total Disablement - £100 per week.</li> <li>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.</li> </ul>	<ul> <li>Compensation is not payable for more than one of the following: death, loss of limb, loss of sight, hearing or speech, permanent total disablement.</li> <li>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.</li> <li>Death or any injury caused by: <ul> <li>hazardous sports and pastimes which are specifically excluded in the policy</li> <li>pregnancy or childbirth</li> <li>the influence of drugs or liquor</li> <li>any communicable disease.</li> </ul> </li> <li>Any operational duties as a member of the Armed Forces.</li> <li>Any pre-existing physical or mental disability or infirmity, medical condition or chronic or recurring ailment.</li> <li>Any medical, surgical or remedial attention, treatment or appliances unless given or prescribed by a qualified medical or dental practitioner.</li> <li>Any medical expenses which are recoverable from any other source, including another insurance policy.</li> </ul>

# **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 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 **Childminder** 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 document 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@mortonnmichel.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

### How to Make a Complaint to ARAG plc

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** 

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



# **Morton Michel**

Alhambra House 9 St Michaels Road Croydon CR9 3DD

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Arranged by Morton Michel

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