

IndoorPlay

Insurance for children's indoor play areas

Summary and Guide



Photograph supplied by SPI Play

Arranged by

MM

MortonMichel

The Childcare Insurance Specialist

www.mortonmichel.com

Children's IndoorPlay

Children's IndoorPlay has been specially designed to meet the needs of children's indoor play areas, where the parents or guardians are responsible for their children while they are on your premises. The cover provided also includes children's parties. This policy has been created by award winning childcare insurance specialist Morton Michel and Sterling Insurance Company who, together, have been insuring childcare related activities since 1964. Over this time we have successfully built a reputation for excellent customer service and a willingness to seek solutions to individual problems.

We are now able to offer 2 options of cover.

For smaller businesses, we have a basic package of cover comprising of £2,000,000 public and products liability, £10,000,000 Employers' Liability, £1,000 for stock of food and drink, £20,000 for all contents, £40,000 for business interruption based on Loss of Revenue with a 12 month indemnity period. This cover is available subject to satisfactory information on the proposal form at a set premium of £900.00 (inclusive of Insurance Premium Tax).

If your requirements fall outside this basic package, the cover can be tailored to your specific needs and the premium is individually assessed. The policy's flexibility allows it to be adapted according to your requirements as each business is different. You can select from the following sections and supplementary covers in the knowledge that you will benefit from one policy premium with one renewal date:-

- Property Damage
- Business Interruption
- Money and Personal Assault
- Employers' Liability
- Public and Products Liability
- Refrigerated Stock
- Glass
- Terrorism

The policy can be further enhanced by a discount of £100 if you have a ROSPA or similar independent safety inspection carried out and comply with their recommendations.

Monthly premium payment is available at 0% interest which will enable the cost to be spread over the year. Completion of the direct debit mandate form will be required so that premiums can be transferred from your bank account.

Please contact Morton Michel on 0845 257 0115 if you have any queries or if you require any assistance.

Policy Summary

The Children's IndoorPlay policy is underwritten by Sterling Insurance Company Limited (except where otherwise stated). This document summarises the cover available under the Children's IndoorPlay policy and should be read carefully before you complete the proposal form. The Policy Summary does not contain the full terms and conditions, which can be found in the policy document. A full policy document is available free of charge from Morton Michel.

Public and Products Liability

Legal liability for accidental bodily injury to the public or damage to their property caused by

- negligence by you or your employees
- defects in the premises, equipment or any goods sold or supplied.

Limit of Indemnity

£2,000,000 (higher limits available on request).

Automatically Included

- legal costs incurred in the defence of criminal proceedings in respect of a breach of the Consumer Protection Act 1987 and the Food Safety Act 1990 - limit £25,000 in any one period of insurance, Health and Safety at Work etc Act 1974 - limit £10,000 in any one period of insurance
- compensation for attending court at the request of Sterling - £250 per day for any director or partner and £100 per day for any employee
- legal defence costs and expenses incurred with the written consent of Sterling - in addition to the limit of indemnity
- loss or damage to leased, hired or rented premises for which you are legally liable
- vicarious liability (as decided in a Court of Law)
- use of inflatable equipment (bouncy castles or the like) and trampolines in accordance with policy conditions

- interference with or loss of enjoyment of the property due to obstruction, trespass or nuisance.

Main Conditions

- a minimum of 2 members of staff are required in a supervisory and monitoring capacity for the first 40 children on the premises and one further member of staff is necessary for every additional 20 children thereafter
- a minimum of one in three members of supervisory and monitoring staff must hold a childcare qualification or have at least 2 years experience in working with children either in a paid or voluntary capacity
- parents/guardians are responsible for the supervision of their children at all times and must remain on the premises
- Criminal Records Bureau disclosures must be obtained for all current and prospective employees and regular voluntary helpers and you must act reasonably in response to information obtained
- all investigations to be carried out as recommended by OFSTED or any other competent authority on all current and prospective employees and regular voluntary helpers
- in connection with inflatable equipment (bouncy castles or the like) and trampolines, manufacturers' and/or suppliers instructions in respect of safety and usage must be complied with at all times. In addition no more than one child should be allowed on any trampoline at any time, no adult should be allowed to play on the equipment at any time and a member of staff must monitor the trampoline at all times whilst in use
- mechanical sit on rides /amusement machines must be regularly inspected by a qualified engineer and any faults rectified before the equipment is allowed back in use
- the play equipment must be inspected daily and any relevant action taken prior to opening to members of the public

- the play equipment must be maintained by an industry specialist, as recommended by the manufacturers' or as necessary if a fault is identified and requires immediate attention
- the play equipment must be cleaned and sterilised on a regular basis and as necessary.

Main Exclusions

- provision of advice or breach of professional duty
- fines, penalties or liquidated, punitive or exemplary damages
- liability arising out of asbestos or its derivatives
- cost of cleaning up or removal of or damage to property arising out of asbestos
- terrorism, war and kindred risks
- actions brought outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- the first £250 of property claims occurring away from the premises
- activities not advised to and agreed in writing by Morton Michel
- use or ownership of Velcro wall, 'barfly' or similar equipment
- any toys or play equipment made, repaired, altered or modified by the insured.

Territorial Limits

- anywhere in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Employers' Liability

Complies with current United Kingdom legislation relating to compulsory insurance for legal liability for damages arising from injury to employees in connection with their employment.

Limit of Indemnity

£10,000,000 any one cause.

(£5,000,000 if arising out of terrorism).

Automatically Included

- 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
- compensation for attending court at the request of Sterling - £250 per day for any director or partner and £100 per day for any employee
- legal defence costs and expenses incurred with the written consent of Sterling Insurance Company.

Main Exclusions

- actions brought outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- liability arising, directly or indirectly, out of exposure to inhalation of, or fears of the consequences of exposure to, or inhalation of, asbestos.

Territorial Limits

- anywhere in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Property Damage

The Company will indemnify the insured in respect of loss, destruction or damage occurring at the premises to the property insured described in the schedule or any part of such property caused by the following perils:- fire, lightning, explosion, aircraft, theft involving forcible and violent entry or exit, robbery, riot or civil commotion, malicious damage, earthquake, impact by vehicles, storm, flood, sudden escape of water or oil, falling trees or branches.

Automatically Included

- computer system records up to £5,000
- architects' and surveyors' fees
- debris removal
- reinstatement of landscaped gardens and grounds following damage by the fire brigade up to £2,500
- damage to the premises caused by theft involving forcible and violent entry
- replacement of locks and keys following theft of keys up to £1,000
- public authorities costs
- capital additions up to 10%
- accidental damage to sanitary ware, underground pipes or cables
- breakage of or damage to fixed internal and external plain plate or sheet or wired glass in the building up to £2,500 in any one period of insurance
- temporary removal
- free monthly inflation protection but you are required to ensure that your sums insured are adequate.

Main Exclusions

- the first £250 of each claim
- terrorism, war and kindred risks
- damage by subsidence, heave or landslip
- damage by water or oil to property in basements unless adequately stillaged
- glass which was broken or cracked before insurance commenced
- armoured, bent or special glass, lettering or designs superimposed on glass
- accidental damage.

Deterioration of Stock

Provides protection for the deterioration of stock caused by breakdown of refrigeration units

Main Exclusions

- the first £100 of each claim
- deliberate act of the supply authority
- loss in any unit over 10 years old
- loss involving a unit not subject to a maintenance contract.

Money

Covers crossed cheques, crossed postal or money orders, bankers' drafts, VAT purchase invoices, credit card, cheque card and debit card, sales vouchers, up to £250,000. Also covers loss of money, other than as described above, whilst:

- in transit or in bank night safe - up to £2,000
- on the premises during business hours - up to £2,000
- on the premises outside business hours in a locked safe - up to £1,000 (higher limits available if required)
- on the premises outside business hours, not in locked safe - up to £200
- in your home or in the home of any authorised employee - up to £500.

Automatically Included

- repair or replacement of safes, postal franking machines, security cases, bags or waistcoats following theft; Limit £ 2,500 in any one period of insurance.

Main Exclusions

- loss from any unattended vehicle
- fraud or dishonesty of any director, partner or employee unless discovered within seven working days
- shortages due to error or omission
- dishonoured cheques or use of counterfeit money
- loss, destruction or damage caused by theft or attempted theft occurring outside business hours to any till or cash register unless its drawer has been left in an open position
- first £100 of each claim.

Personal Assault

The following compensation is provided if Children's IndoorPlay directors, partners and employees aged between 16 and 65 years sustain bodily injury or death following an assault whilst handling money in connection with your business

- death, loss of limbs or eyes, permanent total disablement £10,000
- temporary total disablement (up to 104 weeks) £100 per week.

Automatically Included

- damage to clothing or personal effects - £250 per person.

Main Exclusions

- death or disablement caused by the influence of drugs or liquor
- any pre-existing physical or mental disability or infirmity, medical condition or chronic or recurring ailment
- pregnancy, childbirth or any communicable disease.

Business Interruption

Provides protection against financial loss during the period taken for the business to return to normal following loss or damage by any of the events covered under the Children's IndoorPlay Property Damage section. Reasonable costs incurred to maintain the business following loss or damage are included.

The sum to be insured should be based on your estimate of the gross revenue to be earned in the next twelve months (or any longer period that you choose) with allowances for anticipated growth and inflationary factors.

Automatically Included

- prevention of access due to damage to nearby premises
- loss caused by damage at land based premises of public utilities or telecommunications undertaking up to £25,000
- professional accountants charges incurred in making a claim
- the occurrence at the premises of food poisoning, murder, suicide or rape

- compulsory closure due to defective sanitation, vermin or pests
- outbreak of human infectious or contagious disease at the premises.

Main Exclusions

- terrorism, war and kindred risks
- erasure, loss, destruction or corruption of computer records, systems, programs or software, due to malicious persons, disturbances, rioters or strikers.

Terrorism

If you require cover against acts of terrorism, we are able to offer an optional section that will

- cover most causes of terrorism damage including biological, chemical or radioactive contamination
- apply to all property insured under the Property Damage section, up to the full value of the sums insured that you have selected
- include cover against loss of revenue and book debts, if required, up to the sum insured under the Business Interruption section.

Helplines

This service is available 24 hours a day, 365 days a year.

Legal Helpline

DAS Legal Expenses Insurance Company Ltd (DAS) provides access to specialists who will offer confidential advice on legal problems relating to your business. For example, employment disputes, statutory regulations, landlord and tenant disputes, consumer or contract law, VAT tribunals and other taxation matters.

Premises Helpline

DAS provides an advice and action service for a whole range of business related issues from emergencies and preventative measures to general advice on premises matters.

Confidential Counselling

DAS provide a valuable support service to help you through those

difficult times, whether because of stress, anxiety, depression, relationships, bereavement or health related; it includes onwards referral to relevant voluntary and/or professional services, where appropriate.

Glass Helpline

A glass and frame replacement service operated by mobile glaziers, Solaglas Replacement Glazing (Solaglas). If damage is covered by the policy, you will pay the policy deductible and VAT and Sterling Insurance Company Limited will be invoiced direct.

Yellowtag KeyGuard

You will automatically receive a Yellowtag pack with your policy. This is a unique and confidential tagging system that will identify your children's indoor play area's keys if they are lost and found. Yellowtag will immediately notify you via mobile phone, SMS text and email.

Morton Michel - The Childcare Insurance Specialist

Founded in 1964, Morton Michel is a recognised leader in childcare insurance. It has unrivalled expertise in this field, which it applies to the development of its insurance products. Morton Michel arranges cover for around 10,000 nurseries and pre-schools, 20,000 childminders and nannies, 6,000 out of school clubs and numerous other social and voluntary groups connected with childcare.

Morton Michel is dedicated to providing top quality service to all its clients.

Sterling Insurance Company

Sterling Insurance Company offers an extensive range of commercial and personal insurances. Established over fifty years ago, Sterling is particularly renowned for its specialist policies, such as Children's IndoorPlay, which meet the needs of specific businesses or services. The Company has worked closely with Morton Michel for over forty years and continues to do so today. Together, their extensive experience of the childcare industry enables them to develop policies that match the specific risks involved. This results in comprehensive cover at competitive premiums.

Sterling prides itself on its efficient use of the latest technology in the administration of its policies.

More Information

If you have any queries regarding insurance for your children's indoor play area, please contact Janet Hooper on 0845 257 0115 or email general@mortonmichel.com

Important

To obtain the full benefit from your insurance it is important that the sums insured are adequate at all times. If they are inadequate then in the event of a claim the amount payable will be reduced in proportion to the degree of underinsurance.

It makes sense to review the sums insured regularly, particularly if you have refurbished your premises or purchased new equipment. Seek professional advice to ensure that the sums insured are correct.

The Property Damage section of the policy is indexed linked to provide a measure of protection against the effects of inflation. This benefit does not apply to other sections of cover.

Customer Service Information

1. [Sterling Insurance Company Limited](#)

Sterling Insurance Company Limited is a private company limited by shares, registered in England and Wales number 498605. It underwrites general insurance business. It is authorised and regulated by the Financial Services Authority (FSA). The FSA is the independent watchdog that regulates financial services.

Our FSA Register number is 202012. You can check this on the FSA's Register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

Sterling Insurance Company Limited is a member of Sterling Insurance Group Limited.

Registered Office:
Ambassador House
Paradise Road
Richmond upon Thames
Surrey TW9 1SQ

Branch Office:

50 Kings Hill Avenue, Kings Hill,
West Malling, Kent ME19 4JX

2. [Disability Discrimination Act 1995](#)

In accordance with the Disability Discrimination Act 1995 we are able to provide upon request a textphone facility, audio tapes, large print documentation 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.

3. [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.

4. [Premiums](#)

Premiums are payable annually to Morton Michel. Insurance Premium Tax, as imposed by current legislation, is incorporated into all premiums.

5. [Promise of satisfaction and service](#)

We are confident that your Children's IndoorPlay 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 issue, but if there has been an incident which has resulted or could result in a claim you must reimburse the Company for any amounts we have paid or may be required to pay, in respect of that incident.

6. [Duration of contract](#)

The first period of insurance under your Children's IndoorPlay policy will be 12 months unless otherwise requested by you and agreed by the Company.

7. [Financial Services Compensation Scheme](#)

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS.

8. [Notification of a claim](#)

If you have a claim, or are aware of an incident that could result in a claim, please contact Morton Michel on 0845 2570115 or Sterling Insurance Company Limited on 0845 271 1300.

9. [Enquiries or 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 0845 257 0900.

If you have a **complaint** concerning a claim you have made; you should contact Sterling Insurance Company Limited, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19

4JX; telephone number 0845 271 1300 (A copy of Sterling's complaints handling procedure is available on request by writing to the Customer Services Manager, Sterling Insurance Company Limited, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX or by telephoning 0845 271 1300).

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.

If you are not satisfied with the way in which your complaint has been handled, you may have the right to refer it to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR; telephone number 0845 080 1800.

Please note that the Financial Ombudsman Service will normally only consider a complaint once we have issued a final decision letter.

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.

Following this procedure will not affect your legal rights.

10. [Morton Michel](#)

Morton Michel is authorised and regulated by the Financial Services Authority (FSA). Our FSA Register number is 308590.

Morton Michel
Alhambra House
9 St Michaels Road
Croydon CR9 3DD
Telephone: 0845 257 0900
Fax: 0845 257 0547/0548
www.mortonmichel.com

Guide to Security

The following are recommended security devices for use in specific areas of your building.

Your local crime prevention officer or locksmith will be able to advise on suitable locks and other devices where special fittings are required.

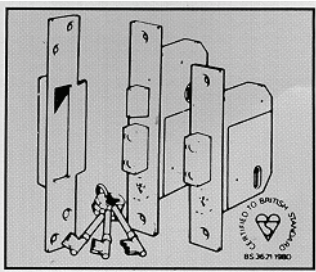
Final exit door

For the final exit door, a mortice deadlock should be used that conforms to BS3621 or a lock of higher quality. If any door is not thick enough for a mortice deadlock other high security cylinder rim deadlocks are suitable.

Another option is a close shackle padlock (minimum 5 lever) on a coach-bolted locking bar.

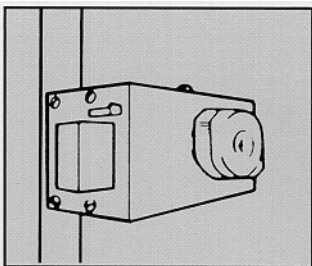
Typical examples of suitable mortice deadlocks are:

Chubb 3G114, 3G220, 3G117, 3K77
Era E208, E210
Yale PM560, PM562,



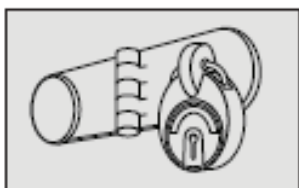
Examples of suitable cylinder rim deadlocks are:

Chub 4L67, 4L73, 4L74
Yale XBS1, XBS2
Ingersoll SC71, SC73



Examples of suitable close shackle padlocks are:

Chubb 1K11, 1K21
Ingersoll CS712, CS700, CS612
ERA 975

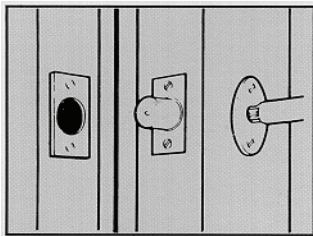


Other external doors

The same types of mortice deadlocks should be used for other external doors as for the final exit door. Alternatively, two key operated mortice or surface mounted security bolts with removable keys sited near the top and bottom of the door. With french windows and two leaf doors, these bolts should be fitted on each leaf and used in conjunction with any centre lock already fitted.

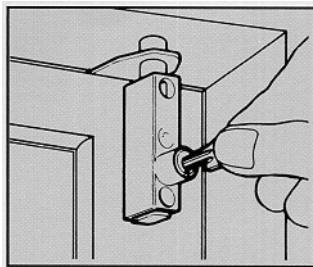
Typical examples of suitable mortice security bolts are:

Chubb 8002, 8006
Yale PM444
Era 838



Examples of suitable surface mounted bolts are:

Chub 8K116
Era 805, 2806
Yale P124

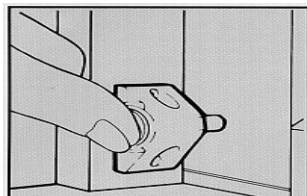


Patio doors

Locks that are especially designed for patio doors will secure the door at the top and bottom. A stop must be fitted to prevent the doors being lifted out of their frame.

Typical locks suitable for patio doors are:

Chubb 8K107, 8K2119
Era 2100
Yale P114

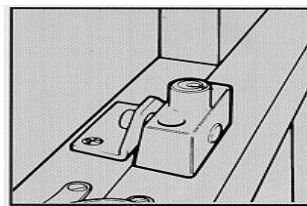


Accessible windows

All accessible windows, including skylights and fanlights that can be reached from flat roofs should have key operated locks or security bolts where the key can be removed.

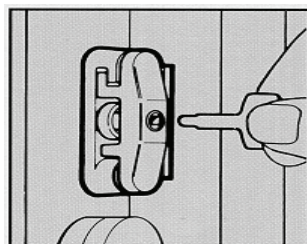
Suitable locks for sash windows include:

Chubb 8K108, WS1
Era 2804, 822
Yale P114



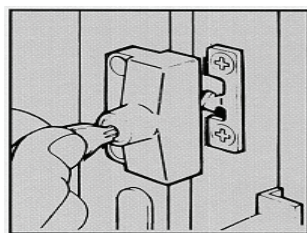
Suitable locks for wooden casement windows include:

Chub 8K101, 102
Era 2802, 2809
Yale P112, P113



Suitable locks for metal casement windows include:

Chubb 8K100, 8012
Era 2901
Yale P115



Suitable locks for fanlights include:

Ingersoll FM68
Yale P111

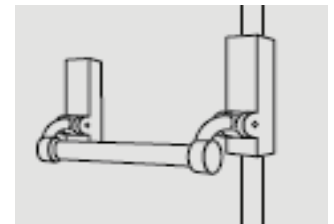
For louvre windows the slats should be glued with epoxy resin and a special louvre lock fitted.

Fire exit doors

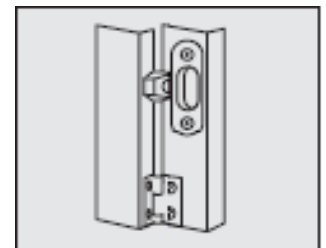
Fire exit doors should be as designated and approved by the Fire Safety Inspecting Officer.

They should be fitted with a push/panic bar and hinge bolts top and bottom.

Push/Panic bar:



Hinge bolts:



Arranged by:



MortonMichel
KH 3142 08.07

Morton Michel
Alhambra House
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